

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 7, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on September 23, 2008

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Personal Care Week
 - South Central Neighborhood Day
 - Lights on Afterschool Day
 - Fire Prevention Week
 - Community Planning Month

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Debbie Pendarvis **(PULLED PER OCI)**

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Budget Revision and Supplemental Agreement for Staking and Construction Engineering in Pearson Commercial Addition, south of 29th Street North, along both sides of Maize. (District V)

RECOMMENDED ACTION: Approve the Budget adjustment, Resolution, Supplemental Agreement, and CIP sheet and authorize the necessary signatures.

2. Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 1344 North Spruce	I
b. 1312 North Wabash	I
c. 2042 East 9th North	I
d. 607 North Ash	I

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: 1) Taxes and specials are paid as of October 7, 2008, 2) the structure is maintained secure as of October 7, 2008 and is kept secured during renovation; and 3) the premise is kept clean and free of debris as of October 7, 2008, and is so maintained during renovation.

III. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Approval of Related Agreements (DSW Broadview, LLC. (District VI)

RECOMMENDED ACTION: Close the public hearing and approve a ten-year 100% property tax abatement on all bond financed property; place on first reading the Bond Ordinance authorizing the issuance of Industrial Revenue Bonds in the amount not-to-exceed \$25,000,000 and the execution of the bond documents; approve the Declaration of Public Emergency and adopt the Home Rule Ordinance approving the Special Assessment Escrow Agreement; adopt the Bonding Resolution initiating the Riverbank Improvement Project; approve the Garage Management Agreement and Option to Purchase, the Elevated Walkway Easement, the Drop-off Encroachment Easement, and the Declaration of Restrictions; approve necessary budget adjustments; and authorize necessary signatures.

2. Public Hearing and Issuance of Industrial Revenue Bonds, H2 Corporate Office, LLC. (District II)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount of \$7,200,000, to H2 Corporate Office, LLC, and authorize the necessary signatures.

3. Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, Cherry Creek Senior Care, LLC.
(District II)

RECOMMENDED ACTION: Close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to Cherry Creek Assisted Living, LLC, in an amount not-to-exceed \$2,500,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

4. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Country Acres Apartments. (District V)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

5. Public hearing on Proposed Assessments for Twenty-Five (25) Paving Projects in February 2009 Bond Sale Series 796. (Districts I, II, III, IV, V, and VI)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments, and place the ordinances on first reading.

6. Public Hearing on Proposed Assessments for Twenty Seven (27) Water Projects, Twenty Five (25) Sewer Projects, and Thirteen (13) Storm Sewer Projects in February 2009 Bond Sale Series 796.

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments, and place the ordinances on first reading.

7. General Obligation Temporary Note Sale.

RECOMMENDED ACTION: Adopt the resolution authorizing the sale and purchase of General Obligation Temporary Notes Series 227 and place the Ordinance on first reading.

8. 2009 Health Program Working Rates.

RECOMMENDED ACTION: Accept the recommendation of the Health Insurance Advisory Committee and approve the 2009 working rates for the Premium PPO Health Plan and the voluntary Select PPO Health Plan.

9. Ordinance Changes to the Fuel-Burning Fireplace Equipment Code, (City Code Title 22.06).

RECOMMENDED ACTION: Approve first reading of the ordinance amending the Fuel-Burning Fireplace Equipment Code (Title 22.06 of the Code of the City of Wichita).

10. Building Demolition - 458 North Waco. (District VI)

RECOMMENDED ACTION: Approve the demolition of the property and allow staff to proceed with the construction of this BMP.

11. 21st and Broadway to Waco. (District VI)

RECOMMENDED ACTION: Approve the design concept, approve the supplemental agreement, and authorize the necessary signatures.

12. Bike Path along the abandoned Union Pacific Railroad Corridor, from Central at Waco to 15th at Broadway. (District VI)

RECOMMENDED ACTION: Approve the revised budget, approve the amending Resolution, and authorize the signing of State/Federal agreements as required.

13. 21st Street Landscaping, between I-135 and Grove. (District I)

RECOMMENDED ACTION: Approve the project design concept.

14. Creation of Wichita Transit Advisory Board.

RECOMMENDED ACTION: Approve first reading of the ordinance.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. ZON2008-00022-Zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC"). Generally located on the southeast corner of Ridge Road and University Avenue. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to replatting within one year and subject to Protective Overlay 219; withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

2. ZON2008-36– Amendment to Protective Overlay #130 (PO-130) to eliminate the prohibition on drive through service, to increase the permitted size of restaurants from 2,000 to 5,000 square feet in size, and to increase signage from 72 square feet with a 12-foot height limit to 132 square feet with a 16.5 foot height limit. Generally located south of Maple and 800 feet east of 135th Street West. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the Amendment to Protective Overlay 130 as recommended by staff; approve the first reading of the ordinance; OR 2) Adopt the findings of the MAPC and approve the Amendment to Protective Overlay 130 as recommended by DAB V; approve the first reading of the ordinance; OR 3) Return the application to the MAPC for reconsideration.

3. ZON2008-00040 – Zone change from B Multi-family Residential (“B”) to LI Limited Industrial (“LI”); generally located west of Main Street, between 11th and 12th Streets. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to the provisions of Protective Overlay #220; withhold publication of the ordinance establishing the zone change until all the conditions have been met; OR 2) Approve the Conditional Use on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43, all in Allen’s Resurvey of Turner’s Addition, as approved by the District Advisory Board (an override of the MAPC’s recommendation requires a two-thirds majority vote of the City Council on first hearing); and approve LI zoning for Lot 13 in Allen’s Resurvey of Turner’s Addition; OR 3) Return the application to the MAPC for reconsideration.

4. CUP2008-28– DP-154 Hanley Residential and Commercial Community Unit Plan Amendment #4 to permit an electronic message board on Parcel 4; generally located on the southeast corner of 19th Street North and Webb Road. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan amendment subject to the recommended conditions; OR 2) Adopt the findings of the MAPC and DAB II findings and approve the community unit plan amendment as recommended by the DAB; OR 3) Return the application to the MAPC for reconsideration.

V. CONSENT PLANNING AGENDA

1. *A08-10R-Request by Laurence M Holzman, Jr. to annex land generally located north of Harry Street and east of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

2. *A08-11R-Request by Jay W. Russell, of JRD, LLC, to annex land generally located north of 63rd Street South, west of Clifton Avenue. (District III)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. Public Hearing – Five-Year and Year 2009 Annual Agency Plans.

RECOMMENDED ACTION: Conduct the Public Hearing, close the Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2009 Annual Agency Plans.

VII. CONSENT HOUSING AGENDA

1. None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

1. None

IX. CONSENT AIRPORT AGENDA

1. *Agreement - Kansas Gas Service.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

2. *Terminal Area Redevelopment Program, Terminal Apron Phase II, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the capital project budget increase.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenditures for the National League of Cities Conference, November 11-16, 2008, for Mayor Carl Brewer, Vice-Mayor Sue Schlapp, Council Member Lavonta Williams, and Council Member Paul Gray.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

- 1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA

1. Report of Board of Bids and Contracts dated October 6, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

None

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Mary Gerges	Shesha Coffee Shop, LLC*	2628 East 21st North
<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Doug Wald	Presto Convenience Stores, LLC	1250 South Rock
Doug Wald	Presto Convenience Stores, LLC	1254 South Tyler Road
Doug Wald	Presto Convenience Stores, LLC	4414 West Maple
Doug Wald	Presto Convenience Stores, LLC	7136 West Central
Doug Wald	Presto Convenience Stores, LLC	7990 East Central
Doug Wald	Presto Convenience Stores, LLC	2001 South Oliver
Doug Wald	Presto Convenience Stores, LLC	7236 West 21st
Doug Wald	Presto Convenience Stores, LLC	4821 South Broadway
Doug Wald	Presto Convenience Stores, LLC	515 North Seneca
Doug Wald	Presto Convenience Stores, LLC	2356 South Seneca
Doug Wald	Presto Convenience Stores, LLC	3311 North Rock Road
Doug Wald	Presto Convenience Stores, LLC	2190 North Rock Road
Doug Wald	Presto Convenience Stores, LLC	1350 North Oliver

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates. (See attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Street Paving in Cedar View Village Addition, east of Greenwich, south of Kellogg. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Deeds and Easements:

- a. Deeds and Easements. (See attached)

RECOMMENDED ACTION: Accept documents.

7. Statement of Costs:

None

8. Consideration of Street Closures/Uses.

- a. Midtown Historic Walking Tour, October 11 and 12, 2008, 11:00 am – 5:00 pm (District VI)
- Fairview, 13th Street to 15th Street.
- b. Kansas Fallen Firefighters Memorial October 12, 2008 1:00 pm – 3:00 pm (District IV)
- Broadway, 1300 block of South Broadway
- c. Monster October Extreme Jam.com October 18, 2008 12:00 pm – 11:00 pm (Districts I and VI)
- McLean Blvd, Douglas to 1st Street
 - Douglas Avenue, Waco to McLean Blvd.
- Monster October Extreme Jam.com, October 18, 2008, 4:00 pm – 8:00 pm (Districts I and VI)
- 1st Street, Waco to McLean Blvd.
 - Waco Street, Douglas to 1st Street.

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

9. Agreements/Contracts:

- a. Agreement to Respread Assessments: Monarch Landing Addition, northwest corner of 159th Street East and 21st Street North. (District II)
- b. Agreement to Respread Assessments: Wilson Farms Addition south of 21st Street, on the east side of North Bradley Fair Parkway. (District II)
- c. United States Geological Survey (USGS) Surface Water Agreement October 1, 2008 through September 30, 2009.
- d. Citywide Storm Water System Inventory Study-Supplemental.
- e. Private Lot Cleanup Services.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Design Services Agreement:

- a. 21st Street Improvement, between the K-96 Expressway and 159th Street East. (District II)-Supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

11. Change Orders:

- a. Bike Path under the 13th Street Bridge at the Little Arkansas River. (District VI)
- b. 2008 Street Maintenance Program. (Districts II and III)
- c. 2008 Street Maintenance Program, Lincoln and Hillside Intersection. (Districts I and II)
- d. Water Line along Rock, between 53rd St. North and K-254 Highway. (District II)
- e. Gypsum Creek Improvement, north of Pawnee, west of Woodlawn. (District III)
- f. MacArthur Improvement, between Meridian and Seneca. (District IV)
- g. 37th St. North Improvement, between Tyler and Ridge. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

12. Property Acquisition:

None

13. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, July 14, 2008
Board of Electrical Appeals, August 12, 2008
Wichita Employees' Retirement Board/Police & Fire Retirement Board, August 7, 2008
Wichita Public Library, August 19, 2008
Wichita Airport Advisory Board, August 4, 2008
District VI Advisory Board, July 7, 2008
District VI Advisory Board, August 4, 2008
District VI Advisory Board, August 20, 2008
Arts Council Minutes, September 11, 2008

RECOMMENDED ACTION: Receive and file.

14. Senior Management Report for the month of August 2008.

RECOMMENDED ACTION: Receive and file.

15. Payment for Settlement of Lawsuit.

RECOMMENDED ACTION: Authorize payment of \$200,000.00 as a full settlement of all possible claims which are the subject of this claim and approve the necessary budget adjustments.

16. Payment for Settlement of Lawsuit - Karagianis v. City of Wichita et al.

RECOMMENDED ACTION: Authorize payment of \$180,000.00 as a full settlement of all possible claims which are the subject of this claim and approve the necessary budget adjustments.

17. Notice of Intent to Use Debt Financing Terminal Area Redevelopment - Apron Phase II.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

18. Sale of Surplus Parcel at the Southwest Corner of Kellogg and Oliver. (District III)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contracts and authorize all necessary signatures.

19. Home Repair Fund Transfer. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the transfer of funds.

20. 2008 CSBG Discretionary Fund Application.

RECOMMENDED ACTION: Approve the 2008 CSBG Discretionary Fund Application and authorize the necessary signatures.

21. Renewal of Air Quality Program Grants.

RECOMMENDED ACTION: Approve renewal of the grants and authorize the necessary signatures.

22. Grant Application - Mental Health Court.

RECOMMENDED ACTION: Approve the grant award and authorize the Mayor to sign.

23. Mid-Continent Water Reclamation Facility - Budget Adjustment Funding. (District IV)

RECOMMENDED ACTION: Adopt the amended Resolution and authorize the necessary signatures.

24. In-Patient and Out-Patient Drug Treatment for Drug Court.

RECOMMENDED ACTION: Approve the contract with Comprehensive Community Care of Sedgwick County (ComCare) and authorize the necessary signatures

25. Authorization to Request Joinder in Exemption Application - Envision Project 2301 South Water. (District III)

RECOMMENDED ACTION: Authorize the preparation and mailing of a Motion or letter seeking Joinder.

26. Acquisition of Utility Easement at 14920 West 21st Street North for a Water Line. (District V)

RECOMMENDED ACTION: Accept the easement and authorize payment.

27. Perspectives on Profiling Training.

RECOMMENDED ACTION: Approve and authorize the appropriate signatures.

28. Contract with Via-Christi for Medical Expenses for Prisoners – Police Department.

RECOMMENDED ACTION: Approve the contract agreement.

29. Disposal of 2222 East 9th Street. (District I)

RECOMMENDED ACTION: Approve the deed and authorize all necessary signatures.

30. Second Reading Ordinances: (First Read September 23, 2008)

- a. Second Reading Ordinances. (See attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Budget Revision and Supplemental Agreement for Staking and Construction Engineering in Pearson Commercial Addition (south of 29th Street North, along both sides of Maize (District V))

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the Budget Adjustment, Supplemental Agreement, and Resolution.

Background: The City Council approved a Development Agreement on March 20, 2007 between the City of Wichita, Newmarket V, LLC and Eastside Development, LLC to allow development in the Cadillac Lake drainage basin and still protect properties downstream from increased flooding. On November 6, 2007 the City Council approved a Resolution ordering a public hearing on November 20, 2007 to allow the project to proceed. The City Council approved the petition for drainage improvements in Pearson Commercial Addition and New Market V Addition on November 20, 2007 with an estimated project cost of \$2.9 million. On April 15, 2008 the City approved an Agreement with Poe & Associates, Inc. to design the improvements. The Design Agreement requires Poe to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Poe provides for construction engineering and staking for the improvements. Due to the current workload created by previous projects, City crews are not available to perform these services for this project. Also, in reviewing the budget for this project, it is apparent that it may not be sufficient to allow completion of the project due largely to construction cost increases.

Financial Considerations: The current budget is \$2,900,000, with \$1,200,000 paid by the improvement district and \$1,700,000 by the City of Wichita through General Obligation Bonds. The proposed revised budget is \$3,460,000, with \$1,410,000 paid by the improvement district and \$2,050,000 paid by the City of Wichita. The funding for the increase in the improvement district share will be handled through the special assessment process. The funding for the City's increase in share will be taken from funds allocated in the CIP in 2008 for pump station rehabilitation. Payment to Poe & Associates will be on a lump sum basis of \$65,500, the cost of which is included in the budget figures above.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the construction engineering services needed for the construction of drainage improvements in a newly developing area. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement and Resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Budget Adjustment, Resolution, Supplemental Agreement, CIP sheet and authorize the necessary signatures.

Attachments: Supplemental Agreement, Resolution and CIP Sheet

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 15, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
POE & ASSOCIATES, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 6, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **PEARSON TRACT & NEW MARKET TRACT** (along Maize, south of 29th Street North).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 332 serving Pearson Tract and New Market Tract (along Maize, south of 29th Street North) (Project No. 468 84396).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the

City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84396

\$65,500.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name & Title)

ATTEST:

First Published in the Wichita Eagle on October 10, 2008

RESOLUTION NO. 08-475

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-655 on adopted on November 20, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 332 (along Maize, south of 29th St. North) 468-84396.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Three Million Four Hundred Sixty Thousand Dollars (\$3,460,000) exclusive of the cost of interest on borrowed money, with \$1,410,000 payable by the improvement district and \$2,050,000 payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2007, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PEARSON TRACT

THE WEST 839 FEET OF THE FOLLOWING DESCRIBED TRACT:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 100.02 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO A POINT 70 FEET EAST OF THE WEST LINE OF SAID SOUTH HALF; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1,221.01 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF. THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH HALF TO

THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,102,730 SQUARE FEET OR 25.32 ACRES MORE OR LESS.

NEW MARKET TRACT

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; THENCE BEARING N89°46'15"W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 40.00 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N89°46'15"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 175.00 FEET; THENCE BEARING N81°14'24"W, A DISTANCE OF 101.12 FEET; THENCE BEARING N89°45'15"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 14.68 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 599.99 FEET; THENCE N89°46'15"W, A DISTANCE OF 358.94 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 656.12 FEET TO THE NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION; THENCE BEARING S89°47'16"E, ALONG THE SAID NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION, A DISTANCE OF 613.92 FEET TO A POINT 75.02 FEET WEST OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE BEARING N03°19'23"E, A DISTANCE OF 1047.19 FEET; THENCE N01°24'27"E, A DISTANCE OF 195.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 577,896 SQUARE FEET OR 13.27 ACRES MORE OR LESS.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The PEARSON TRACT, shall pay 50/100 of the improvement district cost, The NEW MARKET TRACT, shall pay 50/100 of the improvement district cost.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of October, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/1/2007	4. Project Description & Location Storm Water Drain for Pearson Commercial and New Market V
5. CIP Project Number N14-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As required	As required	9/3/2008 : Increased the budget to fund Corp of Engineer project requirements and build an additional storm water pump station	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage, design & const.	\$2,050,000	\$1,410,000	\$3,460,000
Sanitary Sewer			
Sidewalk			
Water			
Railroad			
Totals	\$2,050,000	\$1,410,000	\$3,460,000
Total CIP Amount Budgeted	\$500,000		\$500,000
Total Prelim. Estimate			

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC	X	

Remarks:

100% Petition

\$350,000 of the GO Bonds are to be repaid by the City's Stormwater Utility, using 2007 PS Rehab funding
SWD 332 - 468-84396

13. Recommendation: Approve the project and Adopt the resolution.

Division Head <i>Jan Pearson</i>	Department Head <i>Carl M. Cain</i>	Budget Officer <i>[Signature]</i>	City Manager <i>[Signature]</i>
		Date	Date

October 7, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. at BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1344 N. Spruce	I	14 yrs. 11 mos.	No	12/20/07	02/04/08 05/05/08	Yes Yes	90 days 60 days (or) 10/10	Secure	Large amount of bulky waste and salvage material	Current	There is a 2008 special assessment for lot cleanup in the amount of \$1086.85
1312 N. Wabash	I	14 yrs. 10 mos.	No	01/23/08	03/03/08 06/02/08	Yes Yes	90 days 10/10	Secure	Maintained	Current	None
2042 E. 9th N.	I	13 yrs. 6 mos.	No	02/25/08	05/05/08 07/14/08	Yes No	60 days 10/10	The main structure is secure and the accessory structure has an open door and window	Maintained	The 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$1050.16. It is in foreclosure.	None
607 N. Ash	I	7 yrs. 1 mo.	No	05/19/08	07/14/08	No	10/10	Secure	Tall grass and weeds	Current	There is a 2008 special assessment for emergency board-up in the amount of \$149.12.

DATE: September 22, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1344 N. Spruce

LEGAL DESCRIPTION: Lots 14 and 16, on Spruce Avenue formerly Penn Street, Sunnyslope Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25x40 feet in size. Vacant for at least 10 years, this structure has a cracking foundation; rotted and missing wood lap siding; sagging and badly worn composition roof with missing shingles; rotted and missing wood trim; and rotted framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: September 22, 2008

BCSA GROUP # 1

ADDRESS: 1344 N. Spruce

ACTIVE FIELD FILE STARTED: October 12, 1993

NOTICE(S) ISSUED: Since October 12, 1993, several notice of improvements and violation notices have been issued. Between 1994 and 1998, some repairs completed on the exterior and the property maintained boarded and secured.

PRE-CONDEMNATION LETTER: September 5, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2008 special assessment for lot cleanup in the amount of \$1086.85.

PREMISE CONDITIONS: Large amount of bulky waste and salvage material

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: On April 30, 2008, abated by City of Wichita contractor in the amount of \$944.79.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: December 20, 2008

RECENT DEVELOPMENTS: Roof repaired, painting in progress and the collapsing attached garage has been removed. It is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the February 4, 2008 BCSA hearing Samuel Roberts, the owner of the property, was present at the hearing.

Addressing the Board, Mr. Roberts explained that he intended to wreck the rear addition and repair the damage to the foundation of the structure. He also plans to repair the roof. The house has been used for storage since previous fire damage prevented him from renting out the house. Mr. Roberts told the Board that he had been under the impression that he had met the requirements for compliance; however, he was not aware at the time that he was required to notify Central Inspection to verify that repairs had been made to the building. He also advised the Board that the trash and debris had been removed from the site, and that he had been hauling trash from the property about once a month due to

illegal dumping. Mr. Roberts said that he had contacted Michael Hollimon of Neighborhood Improvement Services and was told that NIS would be unable to provide anything more than paint in the way of financial assistance. The program supplying the paint will not be available until after April 1, 2008. Mr. Roberts has made inquiries of a general contractor and an electrical contractor to possibly contract to do the repairs on the dwelling. He was uncertain how long it might take to get the work underway, but asked if he could be allowed six months to make the repairs.

Board Member Banuelos made a motion to allow three months to begin the repairs and then report back to the Board on the progress. Board Member Coonrod seconded the motion, adding that the property should remain clean and secure in the interim. The motion was approved.

At the May 5, 2008 BCSA hearing this property was represented by Samuel Roberts.

This case was first presented to the Board at the February 4, 2008, hearing. A motion was made and approved to allow three months for repairs to begin, and then have Mr. Roberts report the status of the property to the Board.

The taxes are current on this property. There are no special cost assessments against this property. The premise conditions are fair. Although no repairs have been started, the structure is secure.

Mr. Roberts addressed the Board. He told the Board that the roof had been replaced. Most of the rear addition of the house had been removed, according to Mr. Roberts. Chairman Murabito asked how long it would take Mr. Roberts to complete the repairs. Mr. Roberts replied that he had to have a new electric meter installed, and there was other electrical work to be done. At the end of the week, he anticipated receiving paint through the Neighborhood Improvement Services paint program. An individual that Mr. Roberts had hired to assist him with the repairs was no longer able to devote time to helping him. Mr. Roberts indicated that the remainder of the repairs could be completed within two months, since he was doing the repairs by himself. Board Member Hartwell asked if the structure was habitable. Mr. Roberts said that it would be once the repairs were complete. He said a threshold needed to be replaced, and he was concerned that once the boards were removed from the windows that vandals would break the glass. It is possible, Mr. Roberts continued, that he has a potential buyer for the property.

Board Member Harder made a motion to allow sixty days for the remainder of the exterior repairs to be completed, or the property would be submitted to the City Council with a recommendation of condemnation, with ten days to begin the demolition and ten days to complete removal of the structure. Board Member Coonrod seconded the motion. The motion carried.

At Chairman Murabito's request, Ms. Legge explained the procedures once a property was sent before the City Council with a recommendation of condemnation.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: September 22, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1312 N. Wabash

LEGAL DESCRIPTION: Lot 38 and 40, on Wabash Avenue, H.O. Burleigh's 3rd Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 70x25 feet in size. Vacant for at least 14 years, this structure has a cracking block foundation; cracking and shifting concrete block walls; cracking and shifting front and rear porches; and rotted and missing wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: September 22, 2008

BCSA GROUP # 1

ADDRESS: 1312 N. Wabash

ACTIVE FIELD FILE STARTED: November 8, 1993

NOTICE(S) ISSUED: Since November 8, 1993, numerous notice of improvements and several violation notices have been issued. In 1994, the owner attempted to sell this property. In 2004 and 2005, staff worked with owner in setting priorities and developing a schedule due to his ownership of several properties. In 2005, some work progressed. The Health Department contacted on more than one occasion with concerns regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: November 29, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Maintained

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Environmental Health case on November 4, 2005 for weed mowing in the amount of \$101.64 and June 2, 2007 for weed mowing in the amount of \$111.64.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs made and the structure is secure.

OWNER'S PAST CDM HISTORY: The owner has a total of three properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing Ivan Ray represented this property.

On November 8, 1993, the active case was started on this property. Since that time, several Notices of Improvement and Notices of Violation have been issued. The Pre-condemnation Letter was issued in September 2007. The taxes are current, and there are no cost assessments against the property. The premise is maintained and the structure is secure. There is an active neglected building case on this structure. No repairs have been made.

Chairman Murabito asked Mr. Ray when he purchased the property. Mr. Ray said that he purchased it approximately eight years ago. Board Member Harder asked how long Mr. Ray would need to make the required repairs on this particular property. Mr. Ray said that it would be the last part of summer or early fall before he could get the work completed. He explained that his uncle was raising funds toward the cost of repairs on the structure. Mr. Ray further expounded that he was attempting to get the other properties (927 N. Wabash and 1009 North Wabash) into compliance before he would have the opportunity to begin making repairs on 1312 N. Wabash.

Board Member Hartwell suggested that Mr. Ray remove the dilapidated accessory structures at 927 N. Wabash and 1009 N. Wabash, and then work on the remainder of the repairs on the three properties.

Board Member Hartwell made a motion to allow sixty days for the exterior repairs to be completed on 1009 N. Wabash, and ninety days to complete the exterior repairs on 1312 N. Wabash, maintaining the properties in a clean and secure condition in the interim. Board Member Harder seconded the motion. The motion was approved.

Chairman Murabito cautioned Mr. Ray that immediate action would have to be taken on his part in order to get the properties off of the list for condemnation hearing.

At the June 2, 2008 BCSA hearing this property was represented by Ivan Ray, owner.

Originally before the Board at the March 3, 2008, hearing, Mr. Ray was present when a motion was made and approved by the Board to allow ninety days to allow the exterior repairs to be completed, meanwhile maintaining the site in a clean and secure condition in the interim.

The taxes are current on this property, and there are no cost assessments. At the last site visit, there was scattered debris present, and there were tall grass and weeds. No repairs have been made; the structure is secure.

At Chairman Murabito's request, Mr. Ray provided an update on the property. Mr. Ray said that he was trying to get the property sold within the next sixty to ninety days. He explained that he had gotten behind in mowing the property and had not been able to make repairs because he had been trying to repair his other properties.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation with ten days to start demolition and ten days to complete the removal of the structure. Board Member Willenberg seconded the motion. The motion carried unanimously.

At Chairman Murabito's request, Ms. Legge explained the process once a property has been referred to the City Council for condemnation, and that if the City Council decided to approve condemnation of the property, Mr. Ray would have ten days to begin wrecking the structure and ten days to complete it. Should Mr. Ray fail to begin wrecking the structure

in the allotted time, Central Inspection would notify him by certified letter that the demolition would then be let for bids by Central Inspection.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: September 22, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2042 E. 9th N.

LEGAL DESCRIPTION: Lots 6 and 7, 9th Street, McIntyre & Steele's Subdivision to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one and one half story frame dwelling about 26x49 feet in size. Vacant for at least 13 years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; holes in roof, with missing composition shingles; dilapidated front and rear porches; rotted and missing wood trim and framing members; and the 20x24 foot accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: September 22, 2008

BCSA GROUP # 5

ADDRESS: 2042 E. 9th N.

ACTIVE FIELD FILE STARTED: April 6, 1995

NOTICE(S) ISSUED: Since April 6, 1995, numerous notice of improvements and violation notices have been issued. The original owner of this property was elderly and in poor health. She has since passed away, and her daughter owned the property. From 1995 through 2005, work progressed slowly and Neighborhood Improvement Services had provided assistance. There is an open Tall Grass and Weeds case on this property. On August 28, 2008, Mr. John Lee notified staff that he had purchased the property at tax sale on July 17, 2008.

PRE-CONDEMNATION LETTER: January 15, 2008

TAX INFORMATION: The 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$1050.16. It is in foreclosure.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Maintained

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From July 31, 1999 through August 10, 2006 there have been twelve reported police incidents at this location including: battery (2), other destruction of property, miscellaneous report (5), violation of district court order, violation road and driving laws signs signals, suspicious character other and child abuse.

FORMAL CONDEMNATION ACTION INITIATED: March 20, 2008

RECENT DEVELOPMENTS: No repairs made. The main structure is secure and the accessory structure has an open door and window.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the May 5, 2008 BCSA hearing, Vaniece Crawford was present as the representative of this property.

Ms. Crawford explained to the Board that her first priority was the delinquent taxes, which she was required to pay by June 2008. Once she had resolved the delinquent tax issue, Ms.

Crawford said she intended to make the required exterior repairs. She requested that the Board grant her thirty days to pay the delinquent taxes and make the exterior repairs.

Board Member Hartwell made a motion to allow sixty days for Ms. Crawford to determine if she is financially able to pay the delinquent taxes and then report back to the Board, maintaining the property in a clean and secure condition in the interim. Board Member Hentzen seconded the motion. The motion was approved.

At the July 14, 2008 BCSA hearing no one was in attendance to represent this property.

This property was presented to the Board for the first time at the May 2008 hearing. At that time Vaniece Crawford was present to explain her desire to resolve the issue with the delinquent taxes and make the required exterior repairs. The taxes for 2003 through 2007 are delinquent in the amount of \$1,386.11 and is now in tax foreclosure. There has been no further contact from Ms. Crawford. The premise condition is fair and the structure is secure. No repairs have been made.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Hentzen seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: September 22, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 607 N. Ash

LEGAL DESCRIPTION: Lots 37 and 39, on Ash Street, Stites Bro's. Second Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story masonry dwelling about 28x36 feet in size. Vacant for at least 7 years, this structure has a shifting and cracking brick foundation; shifting brick walls; badly worn composition roof, with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: September 22, 2008

BCSA GROUP # 6

ADDRESS: 607 N. Ash

ACTIVE FIELD FILE STARTED: August 9, 2001

NOTICE(S) ISSUED: Since August 9, 2001, several notice of improvements and violation notices have been issued. From 2004 through 2006, repairs progressed with most violations nearing completion in 2004. Since that time, no repairs made and the condition of the structure has deteriorated. This property has been the subject of Neighborhood Court and Central Inspection staff has completed an emergency board-up for the amount of \$143.54. There is an open Tall Grass and Weeds case on this property.

PRE-CONDEMNATION LETTER: February 19, 2008

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2008 special assessment for emergency board-up in the amount of \$149.12.

PREMISE CONDITIONS: Tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From September 13, 1991 through December 6, 2005 there have been fifty-two reported police incidents at this location including; miscellaneous report (2), battery (24), criminal contempt domestic violence (10), disorderly conduct other (4), simple assault other (2), violation of district court order (3), other drivers license violation, disturb the peace phone call domestic violence, aggravated assault clubbing, unlawful possession narcotics, draw deadly weapon, destruction to auto and burglary residence.

FORMAL CONDEMNATION ACTION INITIATED: May 19, 2008

RECENT DEVELOPMENTS: No repairs made and the structure is secure.

OWNER'S PAST CDM HISTORY: Owner had a property in condemnation that was demolished in 2006 by the City of Wichita.

BOARD OF C.S.&A. RECOMMENDATION: At the July 14, 2008 BCSA hearing there was no representative present for this property.

Board Member Hentzen made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate the removal of the structure and ten days to complete the demolition. Board Member Coonrod seconded the motion. The motion was approved without opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(District I)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: On August 5, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on September 16, 2008.

On September 16, 2008, City Council Member Williams deferred action on these properties until the next available date.

Analysis: On May 5, 2008, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed as item a. On June 2, 2008, the BCSA held a hearing on the residential property listed as items b. On July 14, 2008, the BCSA held a hearing on the two residential properties listed as items c and d.

<u>Property Address</u>	<u>Council District</u>
a. 1344 North Spruce	I
b. 1312 North Wabash	I
c. 2042 East 9 th North	I
d. 607 North Ash	I

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The owners have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid as of October 7, 2008, (2) the structure is maintained secure as of October 7, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of October 7, 2008, and is so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

Attachments: Case Summary, Summary and Follow-Up History

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds, Approval of Related Agreements (DSW Broadview, LLC) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, place the Ordinances on First Reading, and approve related agreements.

Background: On July 1, 2008, the City Council denied a request from PAZ Management Inc. for financial assistance for the purchase of the Broadview Hotel in downtown Wichita. Following this action, PAZ entered into an agreement with Drury Southwest, Inc. for assignment of its purchase contract for the Broadview Hotel. Drury Southwest, Inc. (“DSW”) is a hotel ownership entity based in Cape Girardeau, Missouri that owns and operates over 120 hotels located in a 19-state area. DSW plans to purchase Broadview Hotel for \$6 million and spend between \$9 and 19 million on renovations, equipping and furnishings. DSW plans to complete renovations within five years and to brand the hotel as a Drury Plaza Hotel as soon as brand-standard renovations are complete.

On August 26, 2008, City Council approved a letter of intent to DSW that includes the issuance of industrial revenue bonds (IRBs) in the amount not-to-exceed \$25 million, property tax abatement, management of the Broadview Garage, and other incentives. DSW is now requesting issuance of the Industrial Revenue Bonds and approval of certain related documents.

Analysis: Staff has worked closely with DSW to negotiate the final terms of the bond documents and related agreements. Approval and execution of the related agreements is critical to DSW completing the closing on the hotel through the bankruptcy court on October 9, 2008. The individual elements of the requested Council action are outlined below.

Industrial Revenue Bonds: The attached **Bond Ordinance** will authorize the issuance of three series of taxable IRBs in an aggregate principal amount not-to-exceed \$25 million to finance the acquisition, renovation, equipping and furnishing of the Hotel. The three series of bonds will all be initially purchased by DSW. A senior lien series will be pledged as collateral to secure DSW’s bank financing, and two subordinated series may be eventually transferred to investors in the state and federal Historic Preservation Tax Credits and any New Market Tax Credits. The bonds will be issued as “draw-down” bonds, meaning the amount of outstanding principal will increase over the next few years as the project is built-out. Commerce Bank will serve as the IRB Trustee.

The IRB Letter of Intent included a 100% 5+5-year tax abatement for hotel property financed by IRBs. The attached **IRB Lease Agreement** provides for a full ten-year tax abatement term, with the City retaining the right to cancel the abatement and impose payments in lieu of taxes at any time in the event the Broadview fails to complete renovations or changes the brand affiliation from Drury Plaza. This change eliminates the possibility of non-renewal after five years for reasons not connected to the above-mentioned conditions.

DSW has also requested modification of the incentive claw-back language in the IRB lease. The requested claw-back provision includes payment in lieu of taxes equal to the amount of of abated property taxes for those years in which DSW fails to fulfill the conditions for abatement.

Parking Garage Operation: The attached **Parking Garage Management Agreement** between DSW and the City allows for use of the garage by both hotel guests and the general public; the garage will be open to the public at all reasonable business hours and for events at nearby venues. DSW will be responsible for maintenance and repair of the garage, including \$300,000 of immediate repair items. DSW will recover the costs of repairs from operating income. The management fee will be greater of one-half of any garage operating cash flow remaining after operating expenses, repair and maintenance expenses and reserves (including reimbursement of immediate repair items) or five percent (5%) of gross parking revenues, payable solely from parking revenue.

The attached **Purchase Option** allows DSW to purchase the garage for \$800,000 after a five-year period or earlier if the garage is subjected to real property taxation. DSW has agreed to restrictions on the property that ensure that the garage will continue to serve as a public parking garage and be available for event parking. Property tax exemption on the parking garage is dependent upon maintaining the management agreement. If the purchase option is exercised, the property would be subject to taxation.

Parking Garage Special Assessments: The City has agreed to remove special assessment obligations currently outstanding on the Broadview Hotel that relate to the parking garage, using the City's Special Assessment Prepayment Program. Under the terms of the attached **Escrow Agreement**, the City will deposit \$693,463 in the Special Assessment Prepayment Fund and administratively remove the special assessment lien from the hotel property.

Required Easements: The attached **Elevated Walkway Easement** provides DSW with the required easement to construct and operate a covered elevated walkway across Waco Avenue, connecting the Broadview Hotel to the parking garage. The Walkway Easement Agreement will be filed of record against the hotel property and the garage, ensuring that the maintenance of the skywalk will always be the responsibility of the owner of the hotel property. Pursuant to the terms of the Walkway Easement, maintenance of the skywalk shall be the obligation of the DSW affiliate under the IRB Lease Agreement.

DSW also requires the attached **Drop-off Encroachment Easement** to address the encroachment of the existing drop-off area and signage into the Douglas Avenue sidewalks and right-of-way. DSW plans to enlarge the canopy over the guest drop-off area for increased protection in inclement weather. This does not increase the size or location of the existing encroachment. DSW has agreed that should eminent domain be required for public improvements along Douglas Avenue, the award would be limited to the cost to relocate and rebuild the covered drop-off and valet area.

Land Use Restriction on Adjacent Land: The attached **Declaration of Restrictions** imposes certain restrictions on the use of city-owned land immediately north of the Broadview Hotel. The City has agreed that any future development of the property will not include a hotel use without the consent of DSW for as long as the Broadview Hotel is leased by DSW or an affiliate, or ten years, whichever term is shorter. The agreement also provides DSW the opportunity to comment on any future development plans for the land that may be presented to the City by other developers.

Riverbank Improvements: DSW requests adoption of the attached **River Corridor Project Bonding Resolution** to affirm the City's commitment to accelerate the priority for completing improvements to the Arkansas River riverbank adjacent to the Broadview Hotel, estimated to cost \$2,000,000.

Financial Considerations: DSW agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The annual amount of abated property tax revenue is unknown at this time, because the ultimate amount to be spent on renovation costs will not be determined until a final property improvement plan is developed. Property taxes based on existing valuation is approximately \$170,000.

The \$693,463 needed to pay off the special assessments on the parking garage will come from \$840,000 in delinquent special assessment funds to be deposited in the Debt Service Fund after the sale of the Broadview Hotel out of bankruptcy. Funds scheduled for transfer to the Debt Service Fund will instead be transferred from the Convention & Tourism Fund to the Special Assessment Prepayment Fund.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	4.35 to one
Sedgwick County	1.49 to one
USD 259	1.00 to one
State of Kansas	12.75 to one

Goal Impact: Economic Vitality and Affordable Living and Core Area and Neighborhoods. The vitality of the downtown area and the viability of the Century II Convention Center are directly impacted by maintaining first-class hotels in the Core Area.

Legal Considerations: The City Attorney's Office has approved as to form all documents required for issuance of IRBs. The City Attorney's Office has approved the other related agreements as to form. Charter Ordinance No. 203 requires either a payment and performance bond or a bank letter of credit to serve as surety against judgments against the City for non-payment of construction-related costs. DSW has agreed to post a letter of credit equal to the maximum estimated monthly construction draw.

State law requires a public hearing be held by the governing body, following publication of notice at least seven days in advance of the hearing, prior to approving a property tax abatement. The required notice has been published and the public hearing set for October 7, 2008.

Recommendation/Actions: It is recommended that the City Council close the public hearing and approve a ten-year 100% property tax abatement on all bond financed property; place on first reading the Bond Ordinance authorizing the issuance of Industrial Revenue Bonds in the amount not-to-exceed \$25,000,000 and the execution of the bond documents; approve the Declaration of Public Emergency and adopt the Home Rule Ordinance approving the Special Assessment Escrow Agreement; adopt the Bonding Resolution initiating the Riverbank Improvement Project; approve the Garage Management Agreement and Option to Purchase, the Elevated Walkway Easement, the Drop-off Encroachment Easement, and the Declaration of Restrictions; approve necessary budget adjustments; and authorize necessary signatures.

Attachments: Bond Ordinance, IRB Lease, IRB Trust Indenture, IRB Bond Purchase Agreement, Administrative Service Fee Agreement, Home Rule Ordinance, Declaration of Public Emergency, Special Assessment Escrow Agreement, Garage Management Agreement, Option to Purchase, Elevated Walkway Easement, Drop-off Encroachment Easement, Declaration of Restrictions, Riverbank Improvement Bonding Resolution.

ADMINISTRATIVE SERVICE FEE AGREEMENT

THIS AGREEMENT, dated as of October 1, 2008, is by and between the City of Wichita, Kansas, a municipal corporation (the "City"), and DSW Broadview, LLC, a Missouri limited liability company qualified to conduct its business in the State of Kansas (the "Tenant");

WHEREAS, by Ordinance No. 48-____, adopted on October 21, 2008 (the "Ordinance"), the City heretofore has authorized the issuance of its Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law), Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) and Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (collectively, the "Bonds"), in accordance with K.S.A. 12-1740 to 12-1749d, as amended, for the purpose of providing funds to acquire, improve, repair, construct, furnish and equip a commercial facility located in the City (the "Project") as more fully described in the Lease hereinafter defined; and

WHEREAS, Tenant has agreed to lease the Project from the Issuer pursuant to a Lease dated as of October 1, 2008 (the "Lease"); and

WHEREAS, it is recognized the Issuer has and will incur additional expenses in relation to the issuance of said Bonds and the administration and enforcement of the Lease; and

WHEREAS, the Tenant desires to reimburse the Issuer for said additional expenses in relation to the issuance of the Bonds and the administration and enforcement of the Lease.

NOW, THEREFORE, in consideration of the above, it is agreed as follows:

1. The Tenant shall pay directly to the Issuer such sum as shall be necessary to reimburse the Issuer for the costs and expenses incurred by the Issuer in connection with the issuance of each series of Bonds, including but not limited to the expense of required legal publications, costs of photocopying or reproduction of documents, clerical services, the expenses of services provided by administrative personnel and such other similar items of cost and expense. Such payment shall be made directly to the City Treasurer within thirty (30) days following receipt of a statement therefore.

2. The Tenant shall further pay to the Issuer an annual Administrative Service Fee in an amount equal to two thousand five hundred dollars (\$2,500.00) as payment for the Issuer's costs of administering and supervising the Bond issue following the issuance of the first series of Bonds as provided in paragraph 1 above. Such fee shall be due and payable to the Issuer on or before December 1 in each year commencing December 1, 2009, and continuing until the Bonds have been fully paid and retired in accordance with the Indenture, whichever shall first occur.

3. That this Agreement shall extend to and be binding on the successors and assigns of the parties.

4. If a conflict occurs between this instrument and the Letter of Intent dated August 26, 2008, executed by the Issuer and the Tenant relating to the issuance of the Bonds, the terms and provisions of this instrument shall control.

5. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

[Remainder of this page intentionally left blank]

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

DSW BROADVIEW, LLC,
a Missouri limited liability company

By Drury Southwest, Inc.,
a Missouri corporation, manager and sole
owner

By _____
Dennis J. Vollink, President

(Published in *The Wichita Eagle*, October __, 2008)

ORDINANCE NO. 48-__

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES V, 2008; SERIES VI, 2008; AND SERIES VII, 2008 (DSW BROADVIEW, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its industrial revenue bonds in the aggregate principal amount of not to exceed \$25,000,000 (the “Bonds” as further described in this Ordinance), for the purpose of paying the costs of constructing and acquiring a commercial facility (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to DSW Broadview, LLC, a Missouri limited liability company (the “Tenant”); and

WHEREAS, the Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver (i) a Trust Indenture dated as of October 1, 2008 (the “Indenture”), with Commerce Bank, N.A., Kansas City, Missouri, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Lease dated as of October 1, 2008 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2008 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) and Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized and directed to issue the Bonds in the aggregate principal amount of not to exceed \$25,000,000, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law);” “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law);” and “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).” The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

Section 5. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 6. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 7. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on October 21, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN CONNECTION WITH THE RIVER CORRIDOR IMPROVEMENT PROJECT.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds to pay the costs of certain public improvements included in the River Corridor Improvement Project.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay the cost of public improvements included in the River Corridor Improvement Project. Such costs include architectural fees, consultant costs, construction costs and direct expenses associated with development and construction of the public improvements identified in the River Corridor Improvement Project Master Plan approved by the governing body of the City of Wichita. The public improvements shall be located on the East Bank of the Arkansas River, from the south end of the Douglas Avenue Bridge north, and may include land acquisition, demolition, pedestrian and bike paths, paving, utilities extensions and relocations, sidewalks, riverbank improvements, public plaza areas, public art, lighting, benches, landscape improvements, irrigation and handicapped accessible facilities and equipment.

The costs of such improvements shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$2,000,000 exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this _____ day of October, 2008.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

BOND PLACEMENT AGREEMENT

BY AND BETWEEN

DSW BROADVIEW, LLC

AND

CITY OF WICHITA, KANSAS

NOT TO EXCEED \$25,000,000

CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BONDS, SERIES V, 2008,
(DSW BROADVIEW, LLC) (TAXABLE UNDER FEDERAL LAW);

INDUSTRIAL REVENUE BONDS, SERIES VI, 2008,
(DSW BROADVIEW, LLC) (TAXABLE UNDER FEDERAL LAW); AND

INDUSTRIAL REVENUE BONDS, SERIES VII, 2008,
(DSW BROADVIEW, LLC) (TAXABLE UNDER FEDERAL LAW)

Dated as of October 1, 2008
Executed and delivered this
October 30, 2008

BOND PLACEMENT AGREEMENT

City of Wichita, Kansas
City Hall - 455 N. Main
Wichita, Kansas 67202
Attention: City Clerk

DSW Broadview, LLC
101 S. Farrar Drive
P.O. Box 1214
Cape Girardeau, MO 63702
Attention: Manager

Ladies and Gentlemen:

On the basis of the representations and upon the terms and conditions of this Bond Placement Agreement (the "Agreement"), DSW Broadview, LLC, a Missouri limited liability company (the "Purchaser" and "Tenant"), offers to purchase from the City of Wichita, Kansas (the "Issuer"): (a) the Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series VI, 2008 Bonds"); (b) the Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series VII, 2008 Bonds"); and (c) the Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series V, 2008 Bonds"); as further described herein. The Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds are referred to collectively herein as the "Bonds"). The Bonds are issued simultaneously pursuant to an Ordinance passed by the Governing Body of the Issuer on October 21, 2008, and in accordance with a Trust Indenture dated as of October 1, 2008, between the Issuer and Commerce Bank, N.A., Kansas City, Missouri, as Trustee (the "Indenture"). The Series VI, 2008 Bonds are subordinate in their right to payment under the Indenture and on their lien on the Trust Estate created under the Indenture to the Series V, 2008 Bonds and the Series VII, 2008 Bonds are subordinate in their right to payment under the Indenture and on their lien on the Trust Estate created under the Indenture to both the Series V, 2008 Bonds and the Series VI, 2008 Bonds. The Project, as defined in the Indenture, is owned by the Issuer and leased to the Tenant, under a Lease, dated as of October 1, 2008, between the Issuer and the Tenant (the "Lease"). Except for the Unassigned Issuer's Rights as defined in the Indenture, the Issuer's rights under the Lease will be assigned to the Trustee. All capitalized terms not defined in this Agreement shall have the definitions given them in the Indenture.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Purchaser that:

(A) The Issuer is a duly organized and existing municipal corporation of the State of Kansas.

(B) To the best of the Issuer's knowledge and belief: when the initial funding of the purchase price of the Bonds is delivered to and paid for by the Purchaser at the Closing Time in accordance with the provisions of this Agreement, the Bonds will have been duly authorized, executed, authenticated, issued and delivered; and, the Bonds will constitute valid and binding special limited obligations of the Issuer payable solely and only from the revenues specified in the Indenture and in conformity with, and entitled to the benefit and security of, the Indenture and the Lease; and, this Agreement, the Bonds, the Indenture, the Lease and all action taken by the Issuer in connection therewith shall be in conformity with K.S.A. 12-1740 *et seq.*

(C) To the best of the Issuer's knowledge, the execution and delivery of this Agreement, the Bonds, the Lease and the Indenture and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(D) To the best of the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, challenging or seeking to enjoin the transactions contemplated by this Agreement, the Indenture or the Lease, or contesting the validity or enforceability of the Bonds, the Lease, the Indenture, this Agreement or any agreement or instrument to which the Issuer is a party, used or contemplated to be used in consummation of the transactions contemplated by this Agreement.

(E) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements therein made.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF TENANT

In order to induce the Issuer to issue the Bonds and the Purchaser to purchase the Bonds from the Issuer, the Tenant represents and warrants to the Issuer and the Purchaser as follows:

(A) The Tenant is a Missouri limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Missouri, and has the power to own its properties and do business in the State of Kansas.

(B) This Agreement is, and upon the final delivery of the Bonds, this Agreement and the Lease will be, in accordance with their respective terms, legal, valid and binding obligations

of the Tenant. The Tenant's execution and delivery of the Lease and this Agreement will not conflict with, or constitute on the part of the Tenant a violation or breach of, or default under its Articles of Organization or Operating Agreement, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties. All consents, approvals and authorizations which are required for the consummation of the transactions contemplated by the Lease and this Agreement have been obtained.

(C) To the Tenant's knowledge there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or threatened against or affecting the Tenant or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in any way adversely affect the validity or enforceability of the Bonds, the Lease, this Agreement or any instrument to which the Tenant is a party; or might result in any material adverse change in the financial condition or business of the Tenant.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants as follows:

(A) Except as provided herein with respect to the Series VII, Bonds which the Purchaser intends to sell to a related person as defined in Section 147(a) and 144(a)(3) of the Code, an institutional "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Act"), or a "qualified institutional buyer" as defined in Rule 144A under the Act, the Purchaser is purchasing the Bonds for investment solely for its own accounts and not with a view to, or for resale in connection with, the distribution thereof. The Purchaser understands that the Bonds have not been registered under the securities laws of any state or under the provisions of Section 5 of the Act, and that the Bonds may not be transferred unless they are subsequently registered under the Act and all applicable state laws requiring registration as a condition of resale, or unless an exemption from such registration is available, with the consequence that the Purchaser may therefore need to bear the risks of its investment for an indefinite time. The Purchaser also understands that no trading market now exists for the Bonds.

(B) The Purchaser acknowledges and agrees that no transfer, sale, assignment or hypothecation of any Bond or Bonds shall be made unless: (1) there has been delivered to the Tenant and Trustee prior to the transfer, sale, assignment or hypothecation an opinion of nationally recognized bond or securities counsel, satisfactory to the Tenant, to the effect that registration under the Securities Act of 1933, as amended (the "1933 Act") and under any applicable state securities laws is not required; or, (2) there is a registration statement in effect under the 1933 Act and under any applicable state securities laws requiring a state-level registration statement with respect to the transfer, assignment, sale or hypothecation, and, in the cases of both (1) and (2), there has been compliance with all applicable state and federal securities laws and all applicable rules and regulations thereunder and (3) the Trustee has been furnished satisfactory proof of compliance with the foregoing conditions for transfer.

(C) The Purchaser has undertaken to verify the accuracy, completeness and truth of any and all statements made or omitted to be made concerning any of the material facts relating to

this transaction, including information regarding the business and financial condition of the Tenant and warrants and acknowledges that the Purchaser is not relying on any party or person other than Tenant to undertake the furnishing or verification of information relating to this transaction. The Purchaser has been provided all documents, financial information, risk analysis and such other information as the Purchaser deems necessary in order to make an informed investment decision with respect to the investment in the Bonds and the risks which will be incurred which may interfere with or prevent the timely payment of the principal or the interest represented by the Bonds. The Purchaser is aware that there are certain economic variables and risks that could affect adversely the security of the investment in the Bonds, and the Purchaser is able to bear the economic risks of such investment.

(D) The Purchaser hereby acknowledges that the Bonds and the Rental Payments (as such term is defined in the Lease) are not general obligations of the Issuer or of the State of Kansas or any political subdivision thereof and that the Rental Payments pledged to the payment of the Bonds constitute obligations of the Tenant. The Purchaser acknowledges that the payment of any amount owing under the Indenture is limited to the sources of payment and security described in the Indenture and that the Issuer makes no representation or warranty regarding the adequacy of any such sources of payment or security.

(E) The Purchaser has such knowledge and experience in business and financial matters, including: (i) the evaluation of investment risks associated with commercial real estate developments such as the Project, (ii) the evaluation of risks associated with the capabilities of entities such as the Tenant to develop, operate and maintain the Project, and (iii) the analysis, purchase and ownership of industrial revenue bonds and other investment vehicles similar in character to the Bonds, so as to enable it to understand and evaluate the risks of such investments and form an investment decision with respect thereto, the Purchaser has no need for liquidity in such investment and the Purchaser is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(F) The Purchaser acknowledges that the interest on the Bonds is not exempt from federal income taxation.

(G) The Purchaser has full power and authority to execute this Agreement and to perform its obligations hereunder.

(H) By all necessary action, the Purchaser has duly authorized and approved the execution and delivery of this Agreement.

(I) This Agreement is, and upon the final delivery of the Bonds, this Agreement will be, in accordance with their respective terms, legal, valid and binding obligations of the Purchaser. The Purchaser's execution and delivery of this Agreement will not conflict with, or constitute on its part a violation or breach of, or default under, its articles of incorporation or bylaws, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated by such documents have been obtained.

(J) To the Purchaser's knowledge there is no action, suit, proceeding, inquiry or investigation, before or by any court, public board or body pending or threatened against or affecting the Purchaser or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in any way adversely affect the validity or enforceability of this Agreement or any instrument to which the Purchaser is a party.

SECTION 4. PURCHASE, SALE AND DELIVERY OF THE BONDS

(A) On the basis of the representations, warranties and agreements herein contained, and subject to the satisfaction of all terms and conditions of the Issuer's letter of intent and the terms and conditions herein set forth, at the closing time stated below (the "Closing Time"), the Issuer agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Issuer the Bonds at a purchase price equal to the aggregate principal amount of each series of Bonds funded in accordance with this Agreement up to a maximum principal amount of \$5,000,000 for the Series VI, 2008 Bonds (the "Series VI, 2008 Maximum Principal Amount"), a maximum principal amount of \$10,000,000 for the Series VII, 2008 Bonds; and a maximum principal amount not to exceed \$25,000,000 less any principal amount previously funded for the Series VI, 2008 Bonds and the Series VII, 2008 Bonds under the terms of the Indenture for the Series V, 2008 Bonds. The Bonds shall mature, shall bear interest at the rate and shall have the terms established by the Indenture. Payment for the Bonds shall be made by certified or official bank check or checks or by wire-transferred Federal Reserve funds (or any other method of transfer and credit satisfactory to the Trustee), payable to the order of the Issuer. Upon receipt of the initial funding of the Purchase Price of the Bonds which shall not be less than \$100,000 for each series of Bonds, the Bonds, executed by the Issuer, and authenticated by the Trustee, will be delivered to the Purchaser at the Closing Time, at the offices of Kutak Rock LLP ("Bond Counsel"), Wichita, Kansas, or at such place or address as may be agreed to by the Purchaser and the Issuer. The Closing Time shall be 9:00 a.m. on October 30, 2008, or such other time as may be agreed to by the Purchaser and the Issuer.

(B) Subject to the conditions of this Section 4(B) and the further terms and conditions of this Agreement, the Purchaser shall fund the purchase of each series of Bonds in increments as provided in Section 2.08a of the Indenture and in Section 4.02 of the Lease, up to the maximum principal amount of each series of Bonds, as provided in the Indenture. The funding of the initial installment payment for the Purchase Price of each series of Bonds and all subsequent installments of the Purchase Price shall be made in immediately available funds to the order of the Trustee, for the account of the Issuer. After the initial funding of the Purchase Price at closing, each subsequent installment shall be subject to the following conditions:

(i) *Written Request.* Installment payments shall be made only in accordance with the provisions of the Section 4.02 and Article V of the Lease upon the Tenant's written request or on the request of any person or entity designated in writing by the Tenant to act on the Tenant's behalf. Each written request shall identify the payees and the amounts to be paid to each and shall be accompanied by invoices, lien waivers, percentage completion certificates, and any other documentation deemed necessary by Purchaser supporting the amounts requested to be paid.

(ii) *Funding Period.* Purchaser shall have no obligation to make installment payments of the Purchase Price of any series of Bonds after December 31, 2013.

(iii) *Timing and Frequency of Funding.* No more than one installment payment will be honored each month during the funding period and no installment payment request will be honored during the period that is five Business Days prior to each Interest Payment Date.

(C) In addition to the foregoing, and on the basis of the same representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Tenant agrees to pay from Tenant funds not related to the Bond proceeds all other reasonable Costs of Issuance at the Closing Time or agrees to make provision for payment of such costs according to their terms.

SECTION 5. CONDITIONS OF THE PURCHASER'S OBLIGATIONS

The obligations of the Purchaser to purchase and pay for initial and subsequent fundings of the Bonds will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the performance by the Issuer and the Tenant of their respective obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Purchaser and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser.

(B) At the Closing Time, the Purchaser shall receive in form and substance satisfactory to it:

- (1) the opinion of Bond Counsel approving the issuance and delivery of the Bonds.
- (2) the opinion of Counsel for the Issuer.
- (3) A certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of an authorized official of the Issuer dated the date of closing to the effect that, to the best of such official's knowledge and belief:

(a) each of the representations and warranties of the Issuer set forth in **Section 1** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to his knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or contesting the issuance or the validity of the Bonds, the

Ordinance, the Indenture, the Lease, or this Agreement and that none of the proceedings or authority for the issuance of the Bonds has been repealed, revoked or rescinded.

- (4) A certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of authorized member of the Tenant dated the date of closing to the effect that:
 - (a) each of the representations and warranties of the Tenant set forth in **Section 2** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Tenant set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and
 - (b) insofar as the signers of such certificate or certificates are aware, after reasonable investigation, since the date of this Agreement, there has been no material adverse change in the property or financial position of the Tenant or results of operation of the Tenant; and
 - (c) no litigation is pending, or to the knowledge of the Tenant threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for issuance or the validity of the Bonds, the Lease or this Agreement or the creation, existence, or powers of the Tenant to lease the Project.
- (5) Certified conformed copies or manually executed counterparts of the Ordinance, the Indenture and the Lease.
- (6) Such additional certificates, opinions, or documents as the Purchaser may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.
- (C) Subsequent to the Issuer's acceptance of this Agreement:
 - (1) There shall not have occurred any change, or any development involving a prospective change in or affecting particularly the business or properties of the Tenant which, in the judgment of the Purchaser, materially impairs the investment quality of the Bonds; or
 - (2) Trading in securities generally on the New York Stock Exchange shall not have been suspended, minimum prices shall not have been established on such Exchange, nor a banking moratorium declared either by Federal or Kansas authorities; or

- (3) No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced nor shall any legislation have been enacted by the Congress, with the purpose or effect of prohibiting the issuing, offering or sale of the Bonds as contemplated hereby; or
- (4) The United States shall not be or become engaged in any major outbreak of armed hostilities which result in the declaration of national emergency.

If the conditions to the obligations of the Purchaser contained in this Agreement are not satisfied or if the obligations of the Purchaser shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 6. DEFAULT OF THE PURCHASER

If the Purchaser defaults in its obligations to purchase the Bonds or to fund any installments of the Purchase Price that complies with the terms of the Indenture, the Lease and this Agreement, and other arrangements satisfactory to the Issuer and the Tenant for the purchase of the Bonds or the funding of such installment are not made within thirty-six (36) hours after default, this Agreement may be terminated by the Issuer without liability on its part.

SECTION 7. CONDITIONS OF THE ISSUER'S OBLIGATIONS

The obligations of the Issuer to sell and deliver the Bonds will be subject to the accuracy of the representations and warranties on the part of the Tenant and Purchaser herein, to the performance by the Purchaser and the Tenant of their respective obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Purchaser and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser. The Tenant shall have provided and there shall be in full force and effect all consents or other appropriate authorizations of the Tenant, as in the opinion of Bond Counsel, are necessary and appropriate in connection with the execution by the Tenant of the Lease and other Tenant documents contemplated in connection with the issuance of the Bonds.

(B) At the Closing Time, the Issuer shall receive in form and substance satisfactory to Bond Counsel and to it:

- (1) the opinion of Bond Counsel approving the issuance and delivery of the Bonds.
- (2) the opinion of Counsel for the Tenant and the Purchaser.

- (3) A certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of authorized member of the Tenant dated the date of closing to the effect that:
- (a) each of the representations and warranties of the Tenant set forth in **Section 2** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Tenant set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and
 - (b) insofar as the signers of such certificate or certificates are aware, after reasonable investigation, since the date of this Agreement, there has been no material adverse change in the property or financial position of the Tenant or results of operation of the Tenant; and
 - (c) no litigation is pending, or to the knowledge of the Tenant threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for issuance or the validity of the Bonds, the Lease or this Agreement or the creation, existence, or powers of the Tenant to lease the Project.
- (4) A certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser, of authorized member of the Purchaser dated the date of closing to the effect that:
- (a) each of the representations and warranties of the Purchaser set forth in **Section 3** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Purchaser set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and
 - (b) no litigation is pending, or to the knowledge of the Purchaser threatened, to restrain or enjoin the execution and delivery of this Agreement or in any way contesting or affecting any authority for the validity of this Agreement.
- (5) Certified conformed copies or manually executed counterparts of the Ordinance, the Indenture and the Lease.
- (6) Such additional certificates, opinions, or documents as the Issuer and Bond Counsel or the Purchaser may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Issuer contained in this Agreement are not satisfied or if the obligations of the Issuer terminate for any reason permitted by this Agreement, this Agreement shall terminate and neither the Purchaser nor the Issuer shall have any further obligations hereunder.

SECTION 8. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Tenant and Purchaser herein shall remain operative and in full force and shall survive delivery of the Bonds.

SECTION 9. INDEMNITY

The Tenant will indemnify and hold harmless the Issuer, each of its officials and employees and each person who controls the Issuer within the meaning of Section 15 of the Act (any such person being herein in this paragraph sometimes called an “Indemnified Party”), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon an allegation or determination that any series of the Bonds or the obligations of the Issuer under the Indenture have been offered or sold in violation of provisions of the Act, the Securities Exchange Act of 1934, as amended, or the securities laws of any state or territory, or that the Indenture should have been qualified under the Trust Indenture Act of 1939, as amended. This indemnity agreement will not limit any other liability the Tenant may otherwise have to any such Indemnified Party.

In the event and to the extent that any of the Indemnified Parties is entitled to indemnification from the Tenant under the terms of the preceding paragraph in respect of any of the losses, claims, damages, liabilities or expenses referred to therein, but such indemnification is unavailable to such Indemnified Party in respect of any such losses, claims, damages, liabilities or expenses, due to such indemnification being held impermissible or unenforceable under applicable law or otherwise, then the Tenant, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Tenant in connection with the offering conduct which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The Tenant and Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this paragraph. The amount paid or payable by any of the Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with defending such action or claim. The covenants and agreements in this paragraph and the preceding paragraph shall survive the delivery of the Bonds.

SECTION 10. PARTIES IN INTEREST; ASSIGNMENT

Except as provided in this Section, this Agreement has been and is made solely for the benefit of the Issuer and its officers, agents and employees, the Tenant, the Purchaser and their respective successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement. The interest of the Purchaser in the provisions of this Agreement relating to the Series VII, 2008 Bonds may be assigned by the Purchaser (the "Partial Assignment") provided: (a) the assignee expressly assumes and agrees in writing all obligations and duties of the Purchaser under this Agreement relating to such Partial Assignment; (b) the Partial Assignment complies with the provisions of Section 3 of this Agreement; (c) the Issuer is given not less than 30 days' written notice of the intent to make such Partial Assignment which includes the proposed form of such Partial Assignment; (d) the assignee acknowledges in the Partial Assignment that the Issuer makes no representations with respect to any tax credits or other federal tax incentives related to the Project, the Partial Assignment or the Series VII, 2008 Bonds and (e) the Partial Assignment contains representations by the assignee in the form and substance set forth in subparagraphs (A) through (J) of Section 3 hereof with respect to the Partial Assignment. In the event of any such Partial Assignment, the Purchaser shall remain fully liable for the performance of its duties and obligations hereunder relating to the Series V, 2008 Bonds and the Series VI, 2008 Bonds.

SECTION 11. NOTICES

All communications hereunder shall be in writing, and if sent to the Issuer, the Tenant or the Purchaser shall be mailed or delivered and confirmed to the address shown on the first page hereof.

SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and, except as provided above with respect to the Partial Assignment, may not be assigned by the Issuer, the Tenant or the Purchaser.

[Remainder of this page intentionally left blank]

If the foregoing is in accordance with your understanding of the agreements between the Issuer and the Tenant, please sign and return to the undersigned the enclosed duplicate hereof, whereupon it will constitute a binding agreement between the Issuer, the Tenant and the Purchaser in accordance with its terms.

Very truly yours,

DSW BROADVIEW, LLC,
a Missouri limited liability company

By Drury Southwest, Inc.,
a Missouri corporation, manager and sole
owner

By _____
Dennis J. Vollink, President

ACCEPTED AND CONFIRMED AS OF THE DATE OF DELIVERY ABOVE WRITTEN:

CITY OF WICHITA, KANSAS,
as Issuer

By _____
Carl Brewer, Mayor

(Seal)

ATTEST:

By _____
Karen Sublett, City Clerk

AFTER RECORDING MAIL TO:
Drury Southwest Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, Missouri 63791
Attn: Herbert J. Wedemeier

(Space left blank for recording purposes)

**DECLARATION OF COVERED DROP OFF,
ROADWAY ENCROACHMENT AND SIGNAGE EASEMENT**

THIS DECLARATION OF COVERED DROP OFF, ROADWAY ENCROACHMENT AND SIGNAGE EASEMENT (this “**Declaration**”) is made and entered into as of the ____ day of _____, 2008 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the “**City**”).

WITNESSETH

WHEREAS, the City owns that certain real property located at 400 West Douglas Street in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Hotel Property**”, the owner at any time of such Hotel Property being referred to herein as the “**Hotel Owner**”) and the improvements thereon, which includes the building commonly known as The Broadview Hotel (the “**Hotel**”).

WHEREAS, the City owns that certain right-of-way commonly known as West Douglas Avenue, depicted on Exhibit B attached hereto and made a part hereof (the “**Right-of-Way Property**”, the owner at any time of such Right-of-Way Property being referred to herein as the “**Right-of-Way Owner**”) and owns the adjoining sidewalks along West Douglas Street and Waco Street (the “**Sidewalk Property**”, the owner at any of such Sidewalk Property being referred to herein as the “**Sidewalk Owner**”).

WHEREAS, the City and Drury Southwest, Inc., a Missouri corporation (“**Drury**”), entered into that certain Letter of Intent dated August 19, 2008, whereby the City, among other things, agreed to grant an easement for the use, construction, expansion, and/or maintenance of a covered drop-off, check-in and valet area as depicted on Exhibit C attached hereto and made a part hereof (the “**Drop Off Area**”) along the Right-of-Way Property.

WHEREAS, the City and DSW Broadview, LLC, a Missouri limited liability company and an affiliate of Drury (“**DSW**”) entered into that certain Lease dated October 1, 2008 (the “**Lease**”), whereby the City leased the Hotel Property to DSW. The City has acknowledged that the Lease governs, among other things, the construction, expansion, maintenance and security measures with respect to the Drop Off Area.

WHEREAS, the operations of the Hotel and the Hotel Owner have encroached onto a portion of the Right-of-Way Property and Sidewalk Property as depicted on Exhibit D attached hereto and made a part hereof (the “**Encroachment Area**”) by both operational activities and certain building improvements on the Right-of-Way Property for use in connection with the Hotel Property.

WHEREAS, the City has acknowledged that as part of the consideration for DSW to enter into the Lease, the City has agreed that so long as the City owns the Hotel Property, except as expressly contained herein, this Declaration cannot be amended or revoked except upon the filing of a written and duly executed (by the City and DSW) amendment, termination or release of easement, as applicable, in the Recorder of Deeds for Sedgwick County; provided, however, that in the event the Hotel Property is no longer owned by the City, any amendment, termination or release of easement need only be duly executed by DSW, or its successors and assigns.

WHEREAS, the Hotel Owner, Right-of-Way Owner and Sidewalk Owner desire to grant for the benefit of itself and its successors and assigns, a covered drop off easement for the use, construction, expansion and/or maintenance of the Drop Off Area, an easement in and to the Encroachment Area for use in the same manner as the Hotel Property and an easement in and to a portion of the Encroachment Area for signage attached to the Hotel.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Owner and Right-of-Way Owner, for themselves and their respective successors and assigns, state as follows:

1. Declaration of Drop Off Easement. The Right-of-Way Owner, for itself as owner of the Right-of-Way Property and its successors and assigns, hereby grants and conveys to the Hotel Owner a perpetual non-exclusive easement, as an appurtenance to the Hotel Property, for construction, expansion, operation and maintenance of the Drop Off Area and vehicular and pedestrian access to enter and go upon the Drop Off Area (such vehicular access being restricted to motorcycles, automobiles, sport utility vehicles, vans, pickup trucks, or any other passenger vehicles to pick up and drop off passengers at the primary entrance of the Hotel and access the Right-of-Way Property).

2. Declaration of Encroachment Easement. The Right-of-Way Owner, for itself as owner of the Right-of-Way Property and its successors and assigns, hereby grants and conveys to the Hotel Owner a perpetual exclusive easement, as an appurtenance to the Hotel Property, in and to the Encroachment Area for use in the same manner as the Hotel Property. The Sidewalks Owner, for itself as owner of the Sidewalk Property and its successors and assigns, hereby grants and conveys to the Hotel Owner a perpetual exclusive easement, as an appurtenance to the Hotel Property, in and to a portion of the Encroachment Area for signage attached to Hotel.

3. Benefits and Duration. The easements granted in this Declaration are perpetual and unless and until terminated in accordance with the express provision of this Declaration, shall run with the land and shall bind the Hotel Owner, the Right-of-Way Owner and the Sidewalk Owner, and their respective successors and assigns in ownership, for so long as, and to the extent such persons or entities own any interest in the Hotel Property and the Right-of-Way Property, as applicable.

4. No Merger. The fact that Hotel Owner, Right-of-Way Owner and the Sidewalk Owner are the same persons or entities, or may become the same persons or entities, shall not cause this Declaration and the easement granted herein to terminate by merger or other similar legal doctrine.
5. Eminent Domain. If title to all or substantially all of the Drop Off Area shall be taken by a governmental authority for any public use or purpose, then the beneficiary of this Declaration shall be entitled to receive a portion of the award, limited to an amount sufficient to pay all out-of-pocket costs to relocate and rebuild a covered drop-off, check-in and valet area.
6. Indemnity. The Hotel Owner agrees to indemnify and hold harmless the Right-of-Way Owner from any and all claims resulting from the Hotel Owner's use and occupancy of the Drop-Off Easement and the Encroachment Easement granted in this Declaration; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be performed by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease.
7. Governing Law. This Declaration shall be governed by the laws of the State of Kansas.
8. Enforceability. The unenforceability of any provision of this Declaration shall not render the remaining provisions hereof unenforceable or void.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed and delivered this Declaration as of the day and year first above written in its capacity as the Hotel Owner, the Right-of-Way Owner and the Sidewalk Owner.

CITY OF WICHITA, STATE OF KANSAS

BY: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

[Description of Hotel Property]

EXHIBIT B

[Depiction of Right-of-Way]

EXHIBIT C

[Depiction of Drop Off Area]

EXHIBIT D

[Depiction of Encroachment Area]

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made to be effective as of the date it is recorded (the "Effective Date"), as evidenced by the official stamp of the Office of the Recorder, Sedgwick County, Kansas ("Recorder"), by and between DSW BROADVIEW, LLC, a Missouri limited liability company ("DSW"), and the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas ("City"), for themselves and their respective successors in title:

Recitals

A. As of the Effective Date, the City is the fee simple absolute owner and DSW is the lessee under a Lease dated as of October 1, 2008 (the "Lease") of certain real property located in the City of Wichita, Sedgwick County, Kansas, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "DSW Parcel").

B. As of the Effective Date, City is the owner of a tract of land situated contiguous to the DSW Parcel in the City of Wichita, Sedgwick County, Kansas, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "City Parcel").

In order to achieve the best value for the DSW Parcel and the City Parcel and to promote harmonious future development, DSW and City (collectively, the "Parties" and each individually as a "Party") desire to memorialize certain agreements concerning the development and use of the City Parcel in this Declaration.

Agreements

NOW THEREFORE, in consideration of the premises, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged, the Parties adopt the following easements, covenants, conditions, and restrictions:

1. *Incorporation of Recitals.* The foregoing Recitals are incorporated herein by reference as covenants of the Parties.

2. *Use Restrictions.*

2.1 Hotel Use Restriction on the City Parcel. For the shorter of (a) so long as any portion of the DSW Parcel is leased or owned by DSW or an affiliate and operated by DSW and/or its affiliates for Hotel Use (as defined herein), or (b) ten years, no portion of the City Parcel may be used for Temporary Lodging (as defined herein). "Hotel Use" means the construction, renovation and/or operation of a hotel or motel providing lodging for periods not to exceed one month, in a building having a minimum of 25 rooms. "Temporary Lodging" means the operation of a hotel, motel or other residential guest facility, provided however that the following shall not be deemed Temporary Lodging: (a) homes, condominiums, apartments or similar dwellings primarily designed to be occupied for periods of more than one month; or (b) hospitals or in-patient treatment facilities, including accommodations provided for families of patients, on an incidental basis, by such facilities.

2.2 DSW Review of Development of the City Parcel. DSW retains the right and authority to review and provide input into any and all of the following concerning the City Parcel and any proposed development plans, site plans, building elevations, grading plans, sign plans, and any significant changes to the foregoing. In the event that any of the foregoing plans conflict with the provision of this Declaration, then DSW shall have the right to disapprove of such plans, in its sole and absolute discretion. DSW's review as set forth herein shall not be unreasonably conditioned or delayed.

3. *Enforcement.* The Parties shall be permitted to avail themselves of any remedy available at law or in equity to enforce the provisions of this Declaration, and any remedy provided herein shall be deemed cumulative and not exclusive. Failure to enforce any provision of this Declaration shall not be construed as a waiver of the right to do so thereafter.

4. *Binding Effect.* By accepting a deed or by acquiring any interest in any portion of the City Parcel, each person or entity, for himself, his heirs, personal representatives, successors, transferees and assigns: (i) acknowledges that this Declaration sets forth a general scheme for development of the City Parcel; (ii) acknowledges that this Declaration applies to and runs with the land comprising both the City Parcel and the DSW Parcel; and (iii) binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions of this Declaration, as if the same were expressly set forth in the deed or other instrument of conveyance.

5. *Duration and Amendment/Termination.* Unless otherwise expressly set forth in this Declaration, the duration of this Declaration shall be ten (10) years. So long as DSW is the Lessee under the Lease, except as expressly contained herein, this Declaration cannot be amended or revoked except upon the filing of a written and duly executed (by City and DSW, or their successors or assigns) amendment or termination, as applicable, in the Recorder of Deeds for Sedgwick County.

6. *Governing Law.* This Declaration shall be governed by and construed and enforced in accordance with the substantive laws of the State of Kansas.

7. *Construction.* The terms of this Declaration represent the results of negotiations between the Parties, each of which has been represented by or has had the opportunity to be represented by counsel of its own choosing, none of which has acted under any duress or compulsion, whether illegal, economic or otherwise. Consequently, the terms of this Declaration shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Declaration that ambiguous or conflicting terms or provisions contained in this Declaration shall be interpreted or construed against the Party whose attorney prepared this Declaration or any earlier draft thereof.

8. *Consistency.* If there is any specific and direct conflict between, or any ambiguity resulting from, the terms of this Declaration and the terms of any other document, instrument or other agreement executed in connection herewith or in furtherance hereof, the same shall be consistently interpreted in such manner as to give effect to the general purpose and intention as expressed in this Declaration, which shall be deemed to prevail or control.

9. *Headings.* The headings of this Declaration are for reference only and shall not limit or define the meaning of any provisions of this Declaration.

10. *Grammatical Changes.* The singular, whenever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to entities or to individuals of either gender, as applicable, shall be assumed.

11. *Incorporation of Exhibits.* All Exhibits to this Declaration are incorporated herein as though set forth in full.

12. *Severability.* If any provision of this Declaration is determined by an arbitrator or a court of competent jurisdiction to be unenforceable, the remaining provisions shall nevertheless be kept in full force and effect to the maximum extent possible.

13. *Entire Agreement.* This Declaration contains the entire agreement of the parties with regard to its subject matter and there are no other understandings, written or oral, between the Parties relating to such subject matter.

14. *Notices.* All notices, requests, demands, consents, certificates or other communications given under this Declaration will be addressed to the Parties at their respective addresses below and will be delivered in person or mailed by certified mail, return receipt requested. If given in accordance with the preceding sentence, such items will be deemed to have been received on the earlier of the date of delivery or forty-eight (48) hours after mailing. A party may change its notice address by giving notice in accordance with this Section:

If to City: City of Wichita

City Hall, 13th Floor
455 N. Main
Wichita, KS 67202-1667
Phone: 316-268-4681
FAX: 316-268-4335
Attn: City Attorney

If to DSW: DSW Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, Missouri 63701
Attn: Carolyn F. Bohnert, Vice President

15. *Estoppel Certificates.* Within fifteen (15) days after receipt of written request from the requesting Party, at no cost to such requesting Party, the providing Party shall execute a written certificate stating that this Declaration is in full force and effect, that there are no amendments other than those duly recorded, and that there are no defaults or, to the best of the Party's knowledge, any events which could give rise to a default with the passage of time or giving of notice. Any certificate signed as provided herein may be relied upon by any title company, bona fide purchaser or lender.

[Signatures on the following page(s)]

76

DSW:

DSW BROADVIEW, LLC,

a Missouri limited liability company

By: Drury Southwest, Inc., Its Manager and Sole Member

By: _____

Carolyn F. Bohnert, Sr. Vice President

STATE OF MISSOURI)

) ss.

County of Cape Girardeau)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Carolyn F. Bohnert, as Sr. Vice President of DRURY SOUTHWEST, INC., a Missouri corporation, which is the Manager and Sole Member of DSW Broadview, LLC, on behalf of the corporation.

Notary Public

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF DSW PARCEL

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF CITY PARCEL

Commencing at the Southeast Corner of Holmes' Addition to Wichita, Kansas, thence N 00°00'00" E (Assumed) along the West line of Waco Avenue, a distance of 475.21 feet to the Point of Beginning; thence continuing N 00°00'00" E along said line, a distance of 169.45 feet; thence S 89°51'45" W, a distance of 385.00 feet to the approximate location of the East Bank of the Arkansas River; thence S 01°07'32" E along said East Bank, a distance of 135.31 feet; thence continuing along said East Bank S 15°01'27" E, a distance of 207.45 feet to a point on the North line of the Former Missouri Pacific Railroad property; thence along said North line of said Railroad N 67°01'30" E, a distance of 149.39 feet to a point on a curve to the left; thence along said curve having a radius of 924.93 feet, an arc length of 220.36 feet (having a chord length of 219.84 feet bearing N 60°20'03" E) to the Point of Beginning

AFTER RECORDING MAIL TO:
Drury Southwest Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, Missouri 63701
Attn: Herbert J. Wedemeier

(Space left blank for recording purposes)

DECLARATION OF ELEVATED
PEDESTRIAN WALKWAY EASEMENT

THIS DECLARATION OF ELEVATED PEDESTRIAN WALKWAY EASEMENT (this “**Declaration**”) is made and entered into as of the ____ day of _____, 2008 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the “**City**”).

WITNESSETH

WHEREAS, the City owns that certain real property located at 400 West Douglas Avenue in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Hotel Property**”, the owner at any time of such Hotel Property being referred to herein as the “**Hotel Owner**”) and the improvements thereon, which includes the building commonly known as The Broadview Hotel (the “**Hotel**”).

WHEREAS, the City owns that certain real property located at 132 North Waco Street in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit B attached hereto and made a part hereof (the “**Garage Property**”, the owner at any time of such Garage Property being referred to herein as the “**Garage Owner**”) and the improvements thereon, which includes a multi-level parking structure (the “**Garage**”).

WHEREAS, the City owns that certain right-of-way commonly known as North Waco Street, depicted on Exhibit C attached hereto and made a part hereof (the “**Right-of-Way Property**”, the owner at any time of such Right-of-Way Property being referred to herein as the “**Right-of-Way Owner**”).

WHEREAS, the City and Drury Southwest, Inc., a Missouri corporation (“**Drury**”), entered into that certain Letter of Intent dated August 19, 2008, whereby the City, among other things, granted to Drury and its affiliates an option to construct an elevated, covered pedestrian walkway connecting the Hotel and the Garage.

WHEREAS, the City and DSW Broadview, LLC, a Missouri limited liability company and an affiliate of Drury (“**DSW**”) entered into that certain Lease dated October 1, 2008 (the “**Hotel Lease**”), whereby the City leased the Hotel Property to DSW. The City has acknowledged that the

Hotel Lease governs, among other things, the construction, maintenance, cleaning, lighting, heating (if any), insurance, tax, liens and safety issues with respect to the Hotel, and once constructed, the Walkway (as hereinafter defined). As the City has acknowledged that as part of the consideration for DSW to enter into the Hotel Lease, the City has agreed that so long as the City owns the Hotel Property, except as expressly contained herein, this Declaration cannot be amended or revoked except upon the filing of a written and duly executed (by the City and DSW) amendment, termination or release of easement, as applicable, in the Recorder of Deeds for Sedgwick County; provided, however, that in the event the Hotel Property is no longer owned by the City, any amendment, termination or release of easement need only be duly executed by DSW, or its successors and assigns.

WHEREAS, the City and DSW have also entered into that certain Parking Garage Operating Agreement dated October 7, 2008 (the “**Garage Agreement**”), whereby the City has contracted for DSW to operate the Garage.

WHEREAS, the Hotel Owner, Garage Owner and Right-of-Way Owner desire to grant for the benefit of themselves and their successors and assigns, an air rights easement for the construction, maintenance and use of an elevated pedestrian walkway (the “**Walkway**”) linking the Hotel to the Garage.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Owner, Garage Owner and Right-of-Way Owner, for themselves and their respective successors and assigns, state as follows:

1. Declaration of Easement. The Right-of-Way Owner, for itself as owner of the Right-of-Way Property and its successors and assigns, hereby grants and conveys to the Hotel Owner and the Garage Owner a perpetual exclusive air rights easement, as an appurtenance to the Hotel Property and the Garage Property, over the Right-of-Way Property for the construction and use of the Walkway connecting the Hotel to the Garage, in the location shown on Exhibit D, attached hereto and made a part hereof [and in conformance with the other plans, drawings and specifications entitled _____], commencing at an elevation over the Right-of-Way Property that is at least _____ (_____) feet above the grade of the Right-of-Way Property and the highest point of such Walkway being _____ (_____) feet above the grade of the Right-of-Way Property.

2. Consent to Attachment. The Hotel Owner and the Garage Owner hereby consent to the attachment of the Walkway to the Hotel and Garage, respectively, provided the manner of attachment shall be in accordance with good construction practice, in the manner customary for improvements of such type and so as not to impose an unreasonable load on the Hotel and Garage.

3. No Interference. The Hotel Owner, Right-of-Way Owner, and Garage Owner shall, to the extent practicable, take such steps as may be necessary to avoid interference with the normal operations of the Hotel and Garage and the invitees at the Hotel and Garage during construction of the Walkway and attachment of the Walkway to the Hotel and Garage. The Hotel Owner, Right-of-Way Owner, and Garage Owner shall comply with all applicable building codes and permitting processes.

4. Access. The Hotel Owner and Garage Owner shall have the right to adopt reasonable guidelines for the use of and access to the Walkway including, without limitation, the right to limit hours of operation and to limit use of the Walkway to hotel patrons and their guests.

5. Destruction. In the event the Walkway is destroyed by fire or other casualty, the Hotel Owner may rebuild the Walkway without any further consent, except such consents as may be required by a governmental authority.

6. Removal of Walkway. If the Hotel Owner should ever require the Walkway or any part thereof to be permanently removed, the Hotel Owner shall, at its cost and expense, cause the Walkway to be removed and the places where the Walkway connects to the Hotel and Garage to be restored to a condition suitable without the Walkway; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be limited to the extent funds sufficient to pay such costs and expenses are furnished by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease; provided, further, that if the Hotel Lease is in existence at the time of such removal, DSW, or its successors and assigns, must first consent to the removal of the Walkway. Upon such removal and repair, this Declaration shall automatically terminate and become null and void.

7. Maintenance of Walkway. The Hotel Owner shall, at all times during the term of this Declaration, maintain the Walkway in good repair and condition, at its sole expense; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be limited to the extent funds sufficient to pay such costs and expenses are furnished by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease. The Garage Owner and Right-of-Way Owner hereby grant to the Hotel Owner a perpetual non-exclusive easement for access over, across, under and through the Garage Property and Right-of-Way Property, respectively, for the maintenance of the Walkway.

8. Benefits and Duration. The easement granted in this Declaration is perpetual and unless and until terminated in accordance with the express provision of this Declaration, shall run with the land and shall bind the Hotel Owner, the Garage Owner and the Right-of-Way Owner, and their respective successors and assigns in ownership, for so long as, and to the extent such persons or entities own any interest in the Hotel Property, the Garage Property and the Right-of-Way Property, as applicable.

9. No Merger. The fact that Hotel Owner, Garage Owner and Right-of-Way Owner are the same persons or entities, or may become the same persons or entities, shall not cause this Declaration and the easement granted herein to terminate by merger or other similar legal doctrine.

10. Indemnity. The Hotel Owner agrees to indemnify and hold harmless the Right-of-Way Owner from any and all claims resulting from the Hotel Owner's use and occupancy of the Walkway and the easement granted in this Declaration; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be performed by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease.

11. Governing Law. This Declaration shall be governed by the laws of the State of Kansas.

12. Enforceability. The unenforceability of any provision of this Declaration shall not render the remaining provisions hereof unenforceable or void.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed and delivered this Declaration as of the day and year first above written.

CITY OF WICHITA, STATE OF KANSAS

BY: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Mayor of the City of Wichita, Kansas, and _____, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

[Description of Hotel Property]

EXHIBIT B

[Description of Garage Property]

EXHIBIT C

[Depiction of Right-of-Way]

EXHIBIT D

[Depiction of Walkway]

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carl Brewer, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, October 7, 2008, of an Ordinance entitled:

ORDINANCE NO. __-__

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BY AND BETWEEN THE CITY OF WICHITA, KANSAS AND DSW BROADVIEW LLC, AS PROPERTY OWNER.

The general nature of such public emergency lies in the need to discharge the lien of certain special assessments from the Broadview Hotel property as soon as possible, so that the closing of DSW Broadview LLC's acquisition of the property can proceed on schedule.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this 7th day of October, 2008.

MAYOR OF THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

CITY OF WICHITA, KANSAS
as Issuer

and

COMMERCE BANK, N.A.
Kansas City, Missouri
as Trustee

TRUST INDENTURE

Dated as of October 1, 2008

Not to Exceed \$25,000,000
Industrial Revenue Bonds
Series V, 2008; Series VI, 2008; and Series VII, 2008,
(DSW Broadview, LLC)
(Taxable Under Federal Law)

TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS	
Section 1.01.	Definitions of Words and Terms3
Section 1.02.	Rules of Interpretation.....3
ARTICLE II	
THE BONDS	
Section 2.01.	Title and Amount of Bonds3
Section 2.02.	Limited Nature of Obligations.....4
Section 2.03.	Denomination, Numbering and Dating of Bonds4
Section 2.04.	Method and Place of Payment of Bonds5
Section 2.05.	Execution and Authentication of Bonds.....5
Section 2.06.	Registration, Transfer and Exchange of Bonds6
Section 2.07.	Persons Deemed Owners of Bonds.....7
Section 2.08.	Authorization of Bonds7
Section 2.09.	Reserved9
Section 2.10.	Mutilated, Lost, Stolen or Destroyed Bonds11
Section 2.11.	Cancellation and Destruction of Bonds Upon Payment.....11
ARTICLE III	
REDEMPTION OF BONDS	
Section 3.01.	Redemption of Bonds Generally.....12
Section 3.02.	Redemption of Bonds.....12
Section 3.03.	Selection of Bonds To Be Redeemed12
Section 3.04.	Trustee's Duty To Redeem Bonds.....13
Section 3.05.	Notice of Redemption13
Section 3.06.	Effect of Call for Redemption13
ARTICLE IV	
FORM OF BONDS	
Section 4.01.	Forms Generally14
ARTICLE V	
CUSTODY AND APPLICATION OF BOND PROCEEDS	
Section 5.01.	Creation of Project Fund14
Section 5.02.	Deposits Into the Project Fund14
Section 5.03.	Disbursements From the Project Fund.....15
Section 5.04.	Disposition Upon Completion of the Bond Improvements.....15
Section 5.05.	Disposition Upon Acceleration.....15

ARTICLE VI REVENUES AND FUNDS

Section 6.01.	Creation of the Principal and Interest Payment Account	15
Section 6.02.	Deposits Into the Principal and Interest Payment Account.....	16
Section 6.03.	Application of Moneys in the Principal and Interest Payment Account	16
Section 6.04.	Payments Due on Saturdays, Sundays and Holidays.....	17
Section 6.05.	Nonpresentment of Bonds	17

ARTICLE VII SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01.	Moneys To Be Held in Trust	18
Section 7.02.	Investment of Moneys in Funds	18

ARTICLE VIII GENERAL COVENANTS AND PROVISIONS

Section 8.01.	Payment of Principal of, Premium, if Any, and Interest on the Bonds.....	18
Section 8.02.	Authority To Execute Indenture and Issue Bonds	19
Section 8.03.	Performance of Covenants	19
Section 8.04.	Instruments of Further Assurance	19
Section 8.05.	Maintenance, Taxes and Insurance	19
Section 8.06.	Inspection of Project Books.....	19
Section 8.07.	Enforcement of Rights Under the Lease	20
Section 8.08.	Possession and Use of Project	20

ARTICLE IX REMEDIES ON DEFAULT

Section 9.01.	Acceleration of Maturity in Event of Default.....	20
Section 9.02.	Exercise of Remedies by the Trustee.....	20
Section 9.03.	Limitation on Exercise of Remedies by Bondowners.....	21
Section 9.04.	Right of Bondowners To Direct Proceedings.....	21
Section 9.05.	Remedies Cumulative	22
Section 9.06.	Waivers of Events of Default	22
Section 9.07.	Application of Moneys in Event of Default	22

ARTICLE X THE TRUSTEE

Section 10.01.	Acceptance of the Trusts	23
Section 10.02.	Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent	26
Section 10.03.	Notice to Bondowners if Default Occurs	26
Section 10.04.	Intervention by the Trustee.....	26
Section 10.05.	Successor Trustee Upon Merger, Consolidation or Sale	26

Section 10.06.	Resignation of Trustee	26
Section 10.07.	Removal of Trustee.....	27
Section 10.08.	Qualifications of Successor Trustee.....	27
Section 10.09.	Vesting of Trusts in Successor Trustee.....	27
Section 10.10.	Right of Trustee To Pay Taxes and Other Charges	27
Section 10.11.	Trust Estate May Be Vested in Co-trustee	28
Section 10.12.	Annual Accounting	28
Section 10.13.	Recordings and Filings.....	28
Section 10.14.	Performance of Duties Under the Lease	29

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 11.01.	Supplemental Indentures	29
Section 11.02.	Tenant's Consent to Supplemental Indentures	29

ARTICLE XII

LEASE AMENDMENTS	29
------------------------	----

ARTICLE XIII SATISFACTION AND DISCHARGE OF INDENTURE

Section 13.01.	Satisfaction and Discharge of the Indenture.....	30
Section 13.02.	Bonds Deemed To Be Paid.....	30

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.01.	Consents and Other Instruments by Bondowners.....	31
Section 14.02.	Limitation of Rights Under the Indenture	32
Section 14.03.	Notices.....	32
Section 14.04.	Suspension of Mail Service	32
Section 14.05.	Severability	32
Section 14.06.	Execution in Counterparts	32
Section 14.07.	Waiver of Jury Trial by Trustee.....	32
Section 14.08.	Governing Law	33

DESCRIPTION OF PROPERTY

APPENDIX A FORM OF BONDS

APPENDIX B GLOSSARY OF WORDS AND TERMS

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of October 1, 2008 (the “Indenture”), between the City of Wichita, Kansas (the “Issuer”), and Commerce Bank, N.A. (the “Trustee”);

W I T N E S S E T H :

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to such authorization, the Issuer’s Governing Body has passed an ordinance authorizing the Issuer to issue its Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series V, 2008 Bonds”); Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VI, 2008 Bonds”); and Industrial Revenue Bonds, Series VII, 2008, (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VII, 2008 Bonds”); in the aggregate principal amount of not to exceed \$25,000,000 (collectively, the “Bonds”), for the purpose of acquiring, constructing, improving, repairing, remodeling, furnishing and equipping a commercial facility (the “Project” as hereinafter more fully described), and authorizing the Issuer to lease the Project to DSW Broadview, LLC, a Missouri limited liability company (the “Tenant”); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided, and (ii) to enter into a Lease of even date herewith (the “Lease”), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds as the same become due; and

WHEREAS, the parties hereto believe that all things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate created in this Indenture made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued under this Indenture, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to these terms, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts created in this Indenture, the purchase and acceptance of the Bonds by the Original Purchaser, and of other good and valuable consideration, the receipt of which is acknowledged,

and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions in this Indenture and in the Bonds contained, does pledge and assign unto the Trustee and its successors and assigns, the property described in paragraphs (a), (b) and (c) below (said property being referred to as the "Trust Estate"), to wit:

(a) The real property or interests situated in Sedgwick County, Kansas, described in Schedule I attached and constituting the Land (as defined herein), with all Improvements (as defined in this Indenture) now or hereafter located thereon, to the extent and subject to the limitations provided in the Lease, with the tenements, hereditaments, appurtenances, rights, privileges and immunities belonging or appertaining.

(b) All right, title and interest of the Issuer in, to and under the Lease (except the Unassigned Issuer's Rights), including the Issuer's rights to performance of obligations under the Lease, and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Lease; provided that the pledge and assignment made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease.

(c) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf, or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture.

TO HAVE AND TO HOLD, all and singular, the Trust Estate and the rights and privileges hereby pledged, conveyed and assigned by the Issuer, or intended so to be, unto the Trustee and its successors and assigns forever, in trust, nevertheless, in the following order of priority: (a) first, for the equal and pro rata benefit and security of each and every owner of the Series V, 2008 Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Series V, 2008 Bond over or from the others for any reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Series V, 2008 Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been issued simultaneously with the delivery hereof and were expressed to mature on one and the same date; (b) second, for the equal and pro rata benefit and security of each and every owner of the Series VI, 2008 Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Series VI, 2008 Bond over or from the others for any reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Series VI, 2008 Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been issued simultaneously with the delivery hereof and were

expressed to mature on one and the same date, and (c) third, for the equal and pro rata benefit and security of each and every owner of the Series VII, 2008 Bonds issued and to be issued hereunder, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Series VII, 2008 Bond over or from the others for any reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Series VII, 2008 Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been issued simultaneously with the delivery hereof and were expressed to mature on one and the same date.

PROVIDED, HOWEVER, that if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment of (as provided in Article XIII of this Indenture), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured under this Indenture are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, the capitalized words and terms used in this Indenture and in the Lease shall have the meanings assigned in the Glossary attached here as Appendix B, unless some other meaning is plainly intended.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions of this Indenture.

(e) If a conflict occurs between this instrument and the Letter of Intent, the terms and provisions of this instrument shall control.

ARTICLE II

THE BONDS

Section 2.01. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds that may be issued hereunder is expressly limited to an amount not to exceed \$25,000,000 principal amount and such Bonds shall be issued in three series designated as follows: “City of Wichita, Kansas Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law);” “City of Wichita, Kansas Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law);” “City of Wichita, Kansas Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).” The total principal amount of the Series VI, 2008 Bonds shall not exceed \$5,000,000; the total principal amount of the Series VII, 2008 Bonds shall not exceed \$10,000,000; and the total principal amount of the Series V, 2008 Bonds shall not exceed \$25,000,000 less any principal amount previously funded for the Series VI, 2008 Bonds and the Series VII, 2008 Bonds under the terms of this Indenture.

Section 2.02. Limited Nature of Obligations.

(a) The Bonds and the interest shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof), and proceeds from sale of the Project and insurance and condemnation awards, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest shall not be a debt or general obligation of Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest, nor any judgment on or with respect thereto, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation of the State, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation in this Indenture or imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom, as provided above. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance of the Bonds.

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall be fully registered bonds in the Authorized Denominations, not exceeding the principal amount of the Bonds maturing on the Principal Payment Date. The Bonds shall be substantially in the form set forth in Article IV of this Indenture. Each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) Each series of Bonds shall be dated as provided in this Indenture. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be their dated date of such series of Bonds; provided, however, that if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any Bond certificates issued in lieu of Bonds surrendered for transfer or exchange, the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 2.04. Method and Place of Payment of Bonds. Except as otherwise described in this Section, payment of the principal of and interest on each Bond shall be made by the Trustee on each Payment Date by check, draft or wire transfer to the person appearing on the registration books of the Issuer maintained by the Trustee as the registered owner by check or draft mailed to such Bondowner at the address appearing on such registration books. Payments made by wire shall be by electronic transfer in immediately available federal funds pursuant to the instructions from any Bondowner, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Bondowner's account at such bank and shall also acknowledge a wire transfer fee payable by such Bondowner.

Section 2.05. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed to or imprinted on

the certificates. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be an officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by the persons whom, at the actual time of the execution of such Bond certificate, shall be the proper officers to sign, although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have an endorsed Certificate of Authentication substantially in the form set forth in Article IV of this Indenture, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bond certificates that may be delivered under this Indenture at any one time.

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Issuer shall cause books for the registration and transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of Issuer. No transfer, sale, assignment or hypothecation of any Bond or Bonds shall be made unless: (1) there shall have been delivered to the Tenant and Trustee prior to the transfer, sale, assignment or hypothecation an opinion of nationally recognized bond or securities counsel, satisfactory to the Tenant, to the effect that registration under the 1933 Act and under any applicable state securities laws is not required; or, (2) there shall be a registration statement in effect under the 1933 Act and under any applicable state securities laws requiring a state-level registration statement with respect to the transfer, assignment, sale or hypothecation, and, in the cases of both (1) and (2), there shall have been compliance with all applicable state and federal securities laws and all applicable rules and regulations thereunder. The Trustee shall not transfer any Bond or Bonds unless and until the Trustee has been furnished satisfactory proof of compliance with the foregoing conditions for transfer. Upon surrender for transfer of any fully registered Bond at the payment office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or such owner's attorney duly authorized in writing, and upon satisfactory evidence of compliance with the foregoing restrictions on transfer and the restrictive legend referring to the 1933 Act and state securities laws with respect to such Bond, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like aggregate principal amount. Each Bond will bear a legend containing substantially the information set forth in this paragraph.

Prior to any unregistered offer, sale or transfer of the Bonds, other than to the Tenant, the Trustee shall require the delivery of an opinion of counsel, satisfactory to the Issuer, the Tenant and the Trustee, together with certifications or other information satisfactory to each of them with respect to the lawfulness of such unregistered offer, sale or transfer.

(b) Bonds may be transferred only upon the books maintained by Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Bondowner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond Certificate(s), registered in the name of the transferee, of any Authorized Denominations in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Bondowner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Bondowner.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall immediately be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Bondowner before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion of the Bonds has been selected for redemption.

(d) All of the duties of the Trustee set forth in this Section 2.06 may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 2.07. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and premium, if any, and, interest on any such Bond shall be made only to or upon the order of such registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.08. Authorization of Bonds.

(a) The Bonds shall be issued and secured pursuant to this Indenture for the purpose of providing funds to pay Project Costs. The Bonds shall be dated October 1, 2008, shall become due on the Principal Payment Date and in the principal amount (subject to prior redemption as provided in Article III of this Indenture) and shall bear interest from their Dated Date or the Interest Payment Date to which interest has been paid, which interest shall accrue at the Interest Rate on the outstanding principal amount of the Bonds as shown on *Schedule A* to each series of Bonds. Each series of Bonds shall be issued in the Authorized Denominations.

The Trustee shall, and is hereby irrevocably authorized by the Issuer, to endorse *Schedule A* to each series of Bond to evidence the funding and payment of principal of and interest on such series of Bonds, and each such notation and the principal amount shown on *Schedule A* shall be conclusive of the outstanding principal amount owing with respect to such series of Bonds, in the absence of manifest error; provided, however, that the Issuer's obligations shall not be affected by any failure to endorse *Schedule A* correctly or at all. As installment fundings of the Purchase Price for each series of Bonds occur pursuant to Section 4 of the Bond Placement Agreement and in accordance with Section 4.02 of the Lease and Section 3.02(c) of this Indenture, the Trustee shall recalculate the scheduled payments of principal and interest on the applicable series of Bonds and send written notification to the Tenant of the revised payment schedule not less than five Business Days prior to each Payment Date (unless such notice is waived by the Tenant).

(b) Interest on the Bonds shall be payable to the Owners in accordance with the provisions of Article II of this Indenture

(c) The Trustee is designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Bonds.

(d) Upon the original issuance and delivery of the Bonds, the effective date of registration shall be their Dated Date.

(e) The Bonds shall be substantially in the form and manner set forth in Article IV of and Appendix A to this Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the initial authentication and delivery of any series of Bonds by the Trustee, there shall be filed with the Trustee the following for such series of Bonds:

(i) An original or certified copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such series of Bonds and the execution of this Indenture and the Lease.

(ii) An original executed counterpart of this Indenture.

(iii) An original executed counterpart of the Lease.

(iv) An opinion of Bond Counsel to the effect that such series of Bonds constitute valid and legally binding obligations of the Issuer and that the interest on such series of Bonds is exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.

(v) An opinion of counsel to the Tenant and the Original Purchaser to the effect that the Lease and the Bond Placement Agreement constitute valid and legally binding obligations of the Tenant and/or the Original Purchaser, as applicable, together with such other opinions as the Trustee shall require.

(viii) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such series of Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Bonds of a series shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such series of Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the initial funding of the Purchase Price of such series of Bonds. The Original Proceeds, including accrued interest and premium, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article V of this Indenture.

Section 2.09. Reserved.

Section 2.10. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender of the certificate. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection with the issuance.

Section 2.11. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by

the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so delivered or destroyed, and shall file executed counterparts of such certificate with the Issuer and the Tenant.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions of this Article.

Section 3.02. Redemption of Bonds. The Bonds shall be subject to redemption as follows:

(a) ***Extraordinary Optional Redemption.*** In the event of a Change of Circumstances, the Bonds shall be subject to redemption and payment prior to the stated maturity, at the option of the Issuer, upon instructions from the Tenant, on any date at the par value of the principal amount, plus accrued interest to the redemption date, without premium, provided all of the Bonds are so redeemed and paid according to their terms.

(b) ***Optional Redemption.*** The Bonds shall be subject to redemption and payment prior to maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any Interest Payment Date, at the redemption price of the par value of the principal amount, without premium.

(c) ***Sinking Fund Redemption.*** Each of the Bonds shall be subject to the mandatory redemption and payment from the sinking fund described in this Indenture on the first day of each month beginning on November 1, 2018. Mandatory redemption payments shall be made pursuant to the redemption schedule described herein, at the par value of the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The principal amount of each series of Bonds to be redeemed on each mandatory sinking fund date shall equal the principal amount which results in equal amortization of the aggregate principal amount of such series of Bonds outstanding and interest thereon as determined in accordance with Section 2.08 of the Indenture for the period of time beginning with the first mandatory sinking fund payment date for such Bonds, *i.e.*, November 1, 2018, to November 1, 2048, provided the principal amount due on the Principal Payment Date shall equal the remaining outstanding principal amount for such series of Bonds.

At its option, the Tenant may deliver to the Trustee for cancellation any Bonds in any aggregate principal amount desired; provided, a principal amount equal to an Authorized Denomination remains outstanding for such series of Bonds. Each Bond so delivered shall be credited at 100% against the principal amount due on the next sinking fund redemption date, and any excess of such amount shall be credited on future sinking fund redemption dates for such Bonds in chronological order.

Section 3.03. Selection of Bonds To Be Redeemed.

(a) Bonds shall be redeemed only in amounts resulting in Bonds Outstanding for a series being in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds shall be redeemed in the manner selected by the Trustee. Bonds of less than a full maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) No portion of a Bond may be redeemed that would result in a Bond which is smaller than the then permitted minimum Authorized Denomination. For this purpose, the Trustee shall consider each Bond in a denomination larger than the minimum Authorized Denomination permitted by the Bonds at the time to be separate Bonds each in the minimum Authorized Denomination. Provisions of this Indenture that apply to Bonds called for redemption also apply to portions of Bonds called for redemption. If it is determined that one or more, but not all, of the face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or such Owner's attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the redemption date) of the portion of the Bonds called for redemption, and (2) for exchange, without charge to the Owner of the Bond, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 3.04. Trustee's Duty To Redeem Bonds. Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Bondowners as provided in this Indenture (except with respect to mandatory redemption of Bonds pursuant to Section 3.02(c) of this Indenture for which no further notice is required). The Trustee shall call Bonds for redemption and payment as provided in this Indenture and shall give notice of redemption as provided in Section 3.05 of this Indenture upon receipt by the Trustee at least 45 days prior to the proposed redemption date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Tenant. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided in Section 3.02(c) of this Indenture, no further instructions from the Tenant or Issuer shall be necessary.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the date of

redemption, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of the Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the redemption date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 3.06. Effect of Call for Redemption. On or before the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, accrued interest to the redemption date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in Section 3.05 of this Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FORM OF BONDS

Section 4.01. Forms Generally. The Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the forms set forth in Appendices A-1, A-2 and A-3. The Bonds may have endorsed thereon such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Project Fund. There is established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Wichita, Kansas Project Fund (DSW Broadview, LLC)."

Section 5.02. Deposits Into the Project Fund. The following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The proceeds from the sale of the Bonds, excluding such amounts as are required to be paid into the Principal and Interest Payment Account pursuant to Section 6.02 of this Indenture, but including the initial funding of the Purchase Price for the Bonds and all subsequent advances made pursuant to the Bond Placement Agreement.

(b) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to Section 7.02 of the Indenture.

(c) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Lease.

(d) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease.

(e) Except as otherwise provided herein or in the Lease, any other money received by or to be paid to the Trustee from any other source for the purchase of the Project, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund.

(f) Draws on the Letter of Credit.

Section 5.03. Disbursements From the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs in accordance with the provisions of Article V and Sections 18.01(b) and 18.02(b) of the Lease and, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in Section 5.04 of this Indenture, the Trustee shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

(c) The Trustee shall draw on the Letter of Credit for any amounts necessary to discharge liens against the Project resulting from the repair, improvement and construction of the Project if the Trustee shall have received written notice of such liens from the issuer, the Tenant or a Project contractor or subcontractor and shall draw on the Letter of Credit in full (i) if the Trustee has not received (x) notice of renewal under the terms of the Letter of Credit or (y) a replacement letter of credit containing terms substantially the same as the terms of the Letter of Credit and satisfactory to the Trustee and (ii) the Letter of Credit will expire within 30 days. Nothing herein shall require the Trustee to make independent investigation of whether a lien against the Project exists. All draws on the Letter of Credit shall be deposited in the Project Fund. The Trustee shall notify the Tenant within five Business Days of any draws on the Letter of Credit and of the amount necessary to restore the Letter of Credit to the Maximum Monthly Draw. Amounts drawn on the Letter of Credit shall be disbursed solely to discharge liens against the Project; provided if any amount drawn from the Letter of Credit remains on deposit in the Project Fund following the discharge of any liens against the Project, such amount shall be disbursed in accordance with Sections 5.04 and 5.05.

Section 5.04. Disposition Upon Completion of the Bond Improvements. The completion of the Bond Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Tenant of the Certificate of Completion required by Section 5.06 of the Lease. As soon thereafter as practicable, but in no event later

than the Completion Date, any balance remaining in the Project Fund shall without further authorization be deposited in the Principal and Interest Payment Account and applied by the Trustee solely to the payment of principal of the Bonds through the payment or redemption thereof on any Redemption Date specified in Section 3.02 hereof or as otherwise permissible in the opinion of Bond Counsel; provided, however, nothing herein is intended to prevent the renewed or continued operation of the Project Fund to disburse funds as provided in Sections 18.01(b) and 18.02(b) of the Lease. The Trustee shall release the Letter of Credit on the later of (i) receipt of the Certificate of Completion or (ii) the first day following and expiration of the statutory lien period for items disbursed from the Project Fund for the repair, improvement and construction of the Project.

Section 5.05. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to Section 9.01 of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in Article IX, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Principal and Interest Payment Account by the Trustee.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Creation of the Principal and Interest Payment Account. There is directed to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the “City of Wichita, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (DSW Broadview, LLC)” (herein called the “Principal and Interest Payment Account”).

Section 6.02. Deposits Into the Principal and Interest Payment Account. The Trustee shall deposit into the Principal and Interest Payment Account, as and when received, the following:

(a) All accrued interest on the Bonds and premium, if any, paid by the Original Purchaser of the Bonds.

(b) All Basic Rent payable by the Tenant to the Issuer specified in Section 3.01 of the Lease.

(c) Any amount in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 5.04 hereof upon completion of the Bond Improvements and any amount remaining in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 5.05 of this Indenture upon acceleration of the maturity of the Bonds.

(d) All interest and other income derived from investments of Principal and Interest Payment Account moneys as provided in Section 7.02 of this Indenture.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease, except Additional Rent, or when accompanied by directions from

the person depositing such moneys that such moneys are to be paid into the Principal and Interest Payment Account.

Section 6.03. Application of Moneys in the Principal and Interest Payment Account.

(a) Except as provided in subsection (d) of this Section, moneys in the Principal and Interest Payment Account shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption prior to maturity.

(b) The Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Principal and Interest Payment Account to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal, premium, if any, and interest. Moneys in the Principal and Interest Payment Account shall be applied first to the payment of principal of, premium, if any, and interest on the Series V, 2008 Bonds when due; then, to the extent of any funds remaining in the Principal and Interest Payment Account, to the payment of principal of, premium, if any, and interest on the Series VI, 2008 Bonds when due; and finally, to the extent of any funds remaining in the Principal and Interest Payment Account after the payment of the principal of, premium, if any, and interest on the Series V, 2008 Bonds and the Series VI, 2008 Bonds, to the payment of principal of, premium, if any, and interest on the Series VII, 2008 Bonds when due

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Principal and Interest Payment Account (other than investment earnings credited to such account) to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by Article III of this Indenture so long as the Tenant is not in Default with respect to payments of Basic Rent under the Lease and to the extent said moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Tenant may also direct such excess moneys in the Principal and Interest Payment Account or such part or other moneys of the Tenant, as the Tenant may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Principal and Interest Payment Account after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with Article XIII of this Indenture, shall be paid to the Tenant by the Trustee.

Section 6.04. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business

Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 6.05. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal becomes due, either at its stated maturity or at the date called for redemption, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Bondowner for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Bondowner, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Tenant, subject to the defense of any applicable statute of limitation, and the Owner of the Bond shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys To Be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to Section 7.02 of this Indenture and such other interest as may be agreed upon.

Section 7.02. Investment of Moneys in Funds. Moneys held in the Project Fund and the Principal and Interest Payment Account shall be separately invested and reinvested by the Trustee at the written direction of the Tenant in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the absence of such written direction, moneys held in such Fund or Account will be invested by the Trustee in Government Securities consisting of United States Treasury bills maturing the earlier of 30 days from purchase or the next Interest Payment Date. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held, and except as otherwise specifically provided in this Indenture, the interest accruing on and any profit realized from such Investment Securities shall be credited to and accumulated in such fund or account, and any loss resulting from such Investment Securities shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund

or account is insufficient for the purposes of such fund or account. In determining the balance in any fund or account, investments in such fund or account shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or short-term investment department. The Trustee shall have no liability for any loss experienced on any investment made pursuant to this Section.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if Any, and Interest on the Bonds.

The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described in this Indenture, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided in this Indenture and in the Bonds according to the true intent and meaning, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to protect the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. If the Issuer is unable to procure a new tenant who will enter into such a lease, the Issuer may take such good faith action as shall be in the best interests of the Bondowners which may include the sale of the Project, and if the Project is sold, after deducting all costs of the sale, any moneys derived from such sale shall be used for the purpose of paying the principal of and interest and redemption premium, if any, on the Bonds. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 8.02. Authority To Execute Indenture and Issue Bonds. The Issuer covenants that, to the best of its knowledge and belief: it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent set forth in this Indenture; all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will use best efforts to endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in this Indenture and the Bonds.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered,

such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee of the property and revenues described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as contemplated in the Ordinance, this Indenture and in the Lease, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 8.05. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of Articles VI, VII and X of the Lease, the Tenant has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of Tenant.

Section 8.06. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by the Tenant, such accountants or other agencies as the Trustee may from time to time designate.

Section 8.07. Enforcement of Rights Under the Lease. The Issuer covenants and agrees that it shall authorize the Trustee to enforce all of its rights and all of the obligations of the Tenant (at the expense of the Tenant) under the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners under this Indenture with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease. The Trustee, as assignee of the Lease, in its name or in the name of the Issuer shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default under this Indenture.

Section 8.08. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Owners of not less than 25% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding

and the interest accrued thereon immediately due and payable, and such principal and interest shall then become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of the Owners of not less than 51% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds), rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 9.02. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by the Owners of not less than 25% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds), and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture, including directing the Issuer in writing to transfer title to the Project to the Trustee (in its capacity as trustee) if the Trustee, as assignee of the Issuer, elects to sell the Project in accordance with Section 20.01 of the Lease.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production of any of the Bonds in any trial or other proceedings relating to, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Bondowners, and any recovery of judgment shall be for the equal benefit of all Outstanding Bonds.

(c) In any litigation with the Tenant, after an Event of Default, the Trustee may, after obtaining the written approval of the Owners of not less than 51% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds), enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Bondowners, even if such settlement involves selling the Land and Improvements for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 9.03. Limitation on Exercise of Remedies by Bondowners. No Bondowner shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy under this Indenture, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) the Owners of not less than 25% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this Section to institute such action, suit or proceeding in its own name; and such knowledge and request are declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy under this Indenture, it being understood and intended that no one or more Bondowners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right under this Indenture except in the manner provided in this Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided here and first, for the equal benefit of all Series V, 2008 Bonds then Outstanding, then for the equal benefit of all Series VI, 2008 Bonds Outstanding, and last for the equal benefit of all Series VII, 2008 Bonds Outstanding.

Section 9.04. Right of Bondowners To Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of not less than 51% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings

hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceeding so directed would expose the Trustee to personal liability.

Section 9.05. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise of any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondowners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.06. Waivers of Events of Default. With the prior written consent of the Owners of not less than 51% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds), the Trustee may waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of the Owners of not less than 51% in aggregate principal amount of the Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) and satisfaction of the conditions set forth in Section 9.01(b). In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings have been taken.

Section 9.07. Application of Moneys in Event of Default. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied as follows:

FIRST: Pro rata to the payment of all fees and expenses (including but not limited to reasonable attorneys' fees) and disbursements associated with the collection of such moneys incurred by or on behalf of the Issuer or the Trustee.

SECOND: Pro rata to the payment of all advances by the Issuer or the Trustee.

THIRD: A. If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Series V, 2008 Bonds, with interest at the stated rate of interest on the Series V, 2008 Bonds.

Second: Pro rata to the persons entitled thereto of the unpaid principal of any of the Series V, 2008 Bonds (other than Series V, 2008 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Series V, 2008 Bonds.

Third: Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Series VI, 2008 Bonds, with interest at the stated rate of interest on the Series VI, 2008 Bonds.

Fourth: Pro rata to the persons entitled thereto of the unpaid principal of any of the Series VI, 2008 Bonds (other than Series VI, 2008 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Series VI, 2008 Bonds.

Fifth: Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Series VII, 2008 Bonds, with interest at the stated rate of interest on the Series VII, 2008 Bonds.

Sixth: Pro rata to the persons entitled thereto of the unpaid principal of any of the Series VII, 2008 Bonds (other than Series VII, 2008 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Series VII, 2008 Bonds.

B. If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied:

First: Pro rata to the payment of the principal and interest then due and unpaid on all the Series V, 2008 Bonds to the persons entitled thereto with interest at the stated rate of interest on the Series V, 2008 Bonds.

Second: Pro rata to the payment of the principal and interest then due and unpaid on all the Series VI, 2008 Bonds to the persons entitled thereto with interest at the stated rate of interest on the Series VI, 2008 Bonds.

Third: Pro rata to the payment of the principal and interest then due and unpaid on all the Series VII, 2008 Bonds to the persons entitled thereto with interest at the stated rate of interest on the Series VII, 2008 Bonds.

C. If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled (under the provisions of this Article), then the moneys shall be applied in accordance with part “A” of this subsection.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is made and upon such date interest on the amount of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section, and all fees, expenses, advances and charges of the Trustee and the Issuer have been paid, any balance remaining in the Principal and Interest Payment Account shall be paid to the Tenant.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts in the manner in which a corporate trustee ordinarily would perform said trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee’s duties and responsibilities shall include only those expressly set forth in this Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture and the Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

Upon the occurrence of an Event of Default, the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available

by reason of the ownership of the Project and moneys available under this Trust Indenture and the Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Bondowners relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to rely upon the opinion or advice of counsel, who may be counsel to the Trustee, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(c) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture or the Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is a Bondowner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized Tenant Representative as sufficient evidence of the facts therein contained, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representative shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and Tenant pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(h) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(i) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Lease, except the failure by the Tenant to cause to be made any of the payments required to be made under the Lease, or the failure by the Issuer to cause compliance by the Tenant with the provisions of Article VI of the Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Bondowners owning at least 25% in aggregate principal amount of all Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds).

(k) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Land or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Land, the Improvements, the Trust Estate, or any portion thereof, if, in the opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 10.02. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in

the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Lease.

Section 10.03. Notice to Bondowners if Default Occurs. If an Event of Default occurs, of which the Trustee is aware, the Trustee shall give written notice thereof to the Bondowners, as shown by the bond registration books required to be maintained by the Trustee and kept at the corporate trust office of the Trustee.

Section 10.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondowners, the Trustee may intervene on behalf of the Bondowners and shall do so if requested in writing by Bondowners owning at least 25% of the aggregate principal amount of Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) and if provided with indemnity satisfactory to the Trustee.

Section 10.05. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer, the Tenant and the Owners of the Bonds to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Tenant do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 10.07. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer and the Tenant; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further that such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first-class mail. The Issuer and the Tenant, concurrently with giving notice to the Trustee, shall give notice by first-class mail of the proposed removal of the Trustee to all Bondowners. Unless the Owners of not less than 51% in aggregate principal amount of the Outstanding Bonds object in writing to the proposed removal of the Trustee, such removal shall become effective from the

date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to Issuer and Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be reasonably required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Right of Trustee To Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, and the Tenant has failed after 30 days' written notice to make such payment, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Bondowners owning at least 25% of the aggregate principal amount of Outstanding Series V, 2008 Bonds (or, in the event the Series V, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VI, 2008 Bonds, or in the event the Series V, 2008 Bonds and the Series VI, 2008 Bonds have been paid and redeemed in full, the Outstanding Series VII, 2008 Bonds) and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular

in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Issuer, the Tenant and to any Bondowner requesting the same in writing and remitting the Trustee's reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 10.13. Recordings and Filings. The parties hereto acknowledge that a Notice of Lease with respect to the Lease and an Assignment of Lease with respect to the Issuer's assignment of certain rights under the Lease to the Trustee will be filed with the register of deeds of Sedgwick County, Kansas. The Trustee agrees to file any amendments to such documents or other security instruments reasonably requested by the Owners of the Bonds or the Issuer to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder; provided, however, the preparation and recording of any such documents or instruments shall be at the expense of the Tenant. The Trustee shall cause all appropriate continuation statements of financing statements to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 10.14. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures. The Issuer and the Trustee may from time to time, with the written consent of the Owners of all Outstanding Bonds, enter into a Supplemental Indenture or Supplemental Indentures for the purpose of: modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture.

Section 11.02. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to Section 2.09 hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

LEASE AMENDMENTS

The provisions of the Lease may be amended to the extent and upon the terms and conditions provided therein.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 13.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in Section 13.02 hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agents to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Principal and Interest Payment Account required to be paid to the Tenant under Section 6.03(d) hereof and except funds or securities in which

such funds are invested and held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding or such payment provided for in accordance with Section 13.02 hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 13.02. Bonds Deemed To Be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or cause to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until proper notice of such redemption shall have been given in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. Consents and Other Instruments by Bondowners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Bondowners owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant or any affiliate of the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word “affiliate” means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Tenant; and for the purposes of this definition, “control” means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledge establishes to the satisfaction of the Trustee the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 14.02. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Bondowners, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the

sole and exclusive benefit of the parties hereto, the Tenant and the Bondowners as herein provided.

Section 14.03. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, to the Notice Representative.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 14.05. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 14.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.07. Waiver of Jury Trial by Trustee. The Trustee waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Lease or any amendment, instrument, document or agreement which may be delivered in the future in connection herewith and agrees that any such action or proceeding may, at the option of the plaintiff, be tried before a court and not before a jury. Nothing herein is intended to be construed as a waiver of trial by jury by the Issuer.

Section 14.08. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

(Seal)

CITY OF WICHITA, KANSAS

as Issuer

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2008, by Carl Brewer, as Mayor, and Karen Sublett, as City Clerk, of the City of Wichita, Kansas.

(Seal)

Notary Public
Typed or printed name: _____

My Appointment Expires: _____

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

(Seal)

Commerce Bank, N.A.
Kansas City, Missouri
as Trustee

By _____
Name _____
Title _____

ATTEST:

Name _____
Title _____

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2008, by _____, as _____, and _____, as _____ of Commerce Bank, N.A..

(Seal)

Notary Public
Typed or printed name: _____

My Appointment Expires: _____

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property acquired by the Issuer in connection with the issuance by the City of the Bonds:

- (a) The following described real estate in Sedgwick County, Kansas:

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the "Indenture" and the "Lease"), subject to the encumbrances listed as exceptions in Schedule B of that certain Commitment for Title Insurance No. _____ issued by First American Title Insurance Company of Kansas, and any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling ("Permitted Encumbrances").

- (b) All buildings, building additions, improvements, machinery and equipment now or in the future constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in the Indenture and the Lease.

APPENDIX A-1

FORM OF SERIES V, 2008 BONDS

THIS SERIES V, 2008 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SERIES V, BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(a) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS SERIES V, BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-1

Up to \$25,000,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND
SERIES V, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Interest Rate

Maturity Date

Dated Date

6.00%

November 1, 2048

October 30, 2008

Registered Owner:

Principal Amount: Up to [Twenty-Five Million Five Hundred Thousand] Dollars and 00/100
as evidenced on Schedule A to this Series V, 2008 Bonds

The City of Wichita, Kansas, a body politic and corporate incorporated as a city under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown above unless called for redemption prior to said Maturity Date, but solely from the

sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series V, 2008 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed \$25,000,000 (the “Principal Amount”), and to pay interest on the outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of an actual/360-day basis) described above from the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on the first day of each month, commencing November 1, 2008 (the “Interest Payment Dates”), until said Principal Amount has been paid.

The principal payable on this Series V, 2008 Bond on the Principal Payment Date, interest payment on any Interest Payment Date and redemption price payable on any redemption date shall be paid to the Registered Owner at such Registered Owner’s address as it appears on the bond registration books of the Issuer kept by Commerce Bank, N.A., in the City of Kansas City, Missouri (the “Paying Agent” and “Trustee”) under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent by the close of business on the fifteenth day of the month preceding the applicable Principal Payment Date or Interest Payment Date (the “Record Date”), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer as described herein. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such principal or interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

All terms not otherwise defined herein shall have the definition set forth in the Trust Indenture dated October 1, 2008, between the Issuer and the Trustee, as such indenture is amended or supplemented from time to time (the “Indenture”).

This Series V, 2008 Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated “City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law),” in the aggregate principal amount of not to exceed \$25,000,000 (the “Series V, 2008 Bonds”), issued simultaneously on a senior basis to the Issuer’s Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VI, 2008 Bonds”), and Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VII, 2008 Bonds”) (the Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds are referred to collectively as the “Bonds”). The Bonds are being issued for the purpose of providing funds to pay the costs of acquiring and constructing a certain commercial facility (the “Project”), to be leased by the Issuer to DSW Broadview, LLC, a Missouri limited liability company (the “Tenant”), under the terms of a Lease dated as of October 1, 2008, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the Governing Body of the Issuer.

The Series V, 2008 Bonds are issued under and are equally and ratably secured with other Series V, 2008 Bonds and are entitled to the protection given by the Indenture on a senior basis

to the Series VI, 2008 Bonds and the Series VII, Bonds, subject to the terms and conditions set forth therein. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Series V, 2008 Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Series V, 2008 Bondowners, and the terms upon which the Series V, 2008 Bonds are issued and secured.

REDEMPTION OF SERIES V, 2008 BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series V, 2008 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series V, 2008 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any Interest Payment Date, at the redemption price of the par value of the principal amount thereof, without premium.

Sinking Fund Redemption. Each of the Series V, 2008 Bonds shall be subject to mandatory redemption and payment from the sinking fund described in the Indenture hereinafter described on November 1, 2018, and on the first day of the month thereafter pursuant to the redemption schedule set forth in the Indenture, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The Series V, 2008 Bonds to be redeemed and paid pursuant to the operation of the sinking fund shall be selected by lot by the Trustee in such equitable manner as it may designate. Each year in which Series V, 2008 Bonds are to be redeemed pursuant to the terms of the sinking fund, the Trustee shall make timely selection of Series V, 2008 Bonds to be so redeemed and shall give notice thereof as provided in the Indenture without further instructions from the Issuer or the Tenant.

When any Series V, 2008 Bonds are called for redemption as aforesaid, notice thereof identifying the Series V, 2008 Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Series V, 2008 Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Series V, 2008 Bonds. If less than all of the Outstanding Series V, 2008 Bond of this series are called for redemption, Series V, 2008 Bonds shall be selected by the Trustee in such equitable manner as it may determine. All Series V, 2008 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series V, 2008 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Series V, 2008 Bonds and the

interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Series V, 2008 Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (DSW Broadview, LLC)." Moneys in the Principal and Interest Account shall be applied first to the payment of principal of, premium, if any, and interest on the Series V, 2008 Bonds when due; then, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VI, 2008 Bonds when due; and, finally, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VII, 2008 Bonds when due.

No Registered Owner of Series V, 2008 Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series V, 2008 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Series V, 2008 Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Series V, 2008 Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Series V, 2008 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new Series V, 2008 Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Series V, 2008 Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Series V, 2008 Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series V, 2008 Bond certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series V, 2008 Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Series V,

2008 Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Series V, 2008 Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Series V, 2008 Bonds to be dated the Dated Date shown herein.

CITY OF WICHITA, KANSAS,

By _____
Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

(FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION)

This Series V, 2008 Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Series V, 2008 Bond is October 30, 2008.

Commerce Bank, N.A.
Kansas City, Missouri
as Trustee

By _____
Name: _____
Title: _____

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

Print or Type Name and Address of Transferee

the Series V, 2008 Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Series V, 2008 Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Series V, 2008 Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series V, 2008 Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF WICHITA
INDUSTRIAL REVENUE BOND
SERIES V, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Date	Principal Due	Interest Rate	Interest Due	Outstanding Principal Amount	Noted By
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
_____	\$	____%	\$ _____	\$ _____	_____
11/01/2048	\$	____%	\$ _____	\$ _____	_____

APPENDIX A-2

FORM OF SERIES VI, 2008 BONDS

THIS SERIES VI, 2008 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SERIES VI, BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(a) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS SERIES VI, BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-1

Up to \$5,000,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND
SERIES VI, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Interest Rate

Maturity Date

Dated Date

6.00%

November 1, 2048

October 30, 2008

Registered Owner:

Principal Amount: Up to Five Million Dollars and 00/100
as evidenced on Schedule A to this Series VI, 2008 Bonds

The City of Wichita, Kansas, a body politic and corporate incorporated as a city under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown above unless called for redemption prior to said Maturity Date, but solely from the

sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series VI, 2008 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed \$5,000,000 (the "Principal Amount"), and to pay interest on the outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of an actual/360-day basis) described above from the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on the first day of each month, commencing November 1, 2008 (the "Interest Payment Dates"), until said Principal Amount has been paid.

The principal payable on this Series VI, 2008 Bond on the Principal Payment Date, interest payment on any Interest Payment Date and redemption price payable on any redemption date shall be paid to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by Commerce Bank, N.A., in the City of Kansas City, Missouri (the "Paying Agent" and "Trustee") under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent by the close of business on the fifteenth day of the month preceding the applicable Principal Payment Date or Interest Payment Date (the "Record Date"), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer as described herein. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such principal or interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

All terms not otherwise defined herein shall have the definition set forth in the Trust Indenture dated October 1, 2008, between the Issuer and the Trustee, as such indenture is amended or supplemented from time to time (the "Indenture").

This Series VI, 2008 Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law)," in the aggregate principal amount of not to exceed \$5,000,000 (the "Series VI, 2008 Bonds"), issued simultaneously on a subordinate basis to the Issuer's Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series V, 2008 Bonds"), and the Issuer's Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series VII, 2008 Bonds") (the Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds are referred to collectively as the "Bonds"). The Bonds are being issued for the purpose of providing funds to pay the costs of acquiring and constructing a certain commercial facility (the "Project"), to be leased by the Issuer to DSW Broadview, LLC, a Missouri limited liability company (the "Tenant"), under the terms of a Lease dated as of October 1, 2008, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the Governing Body of the Issuer.

The Series VI, 2008 Bonds are issued under and are equally and ratably secured with other Series VI, 2008 Bonds and are entitled to the protection given by the Indenture on a

subordinate basis to the Series V, 2008 Bonds, subject to the terms and conditions set forth therein. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Series VI, 2008 Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Series VI, 2008 Bondowners, and the terms upon which the Series VI, 2008 Bonds are issued and secured.

REDEMPTION OF SERIES VI, 2008 BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series VI, 2008 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series VI, 2008 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any Interest Payment Date, at the redemption price of the par value of the principal amount thereof, without premium.

Sinking Fund Redemption. Each of the Series VI, 2008 Bonds shall be subject to mandatory redemption and payment from the sinking fund described in the Indenture hereinafter described on November 1, 2018, and on the first day of the month thereafter pursuant to the redemption schedule set forth in the Indenture, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The Series VI, 2008 Bonds to be redeemed and paid pursuant to the operation of the sinking fund shall be selected by lot by the Trustee in such equitable manner as it may designate. Each year in which Series VI, 2008 Bonds are to be redeemed pursuant to the terms of the sinking fund, the Trustee shall make timely selection of Series VI, 2008 Bonds to be so redeemed and shall give notice thereof as provided in the Indenture without further instructions from the Issuer or the Tenant.

When any Series VI, 2008 Bonds are called for redemption as aforesaid, notice thereof identifying the Series VI, 2008 Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Series VI, 2008 Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Series VI, 2008 Bonds. If less than all of the Outstanding Series VI, 2008 Bond of this series are called for redemption, Series VI, 2008 Bonds shall be selected by the Trustee in such equitable manner as it may determine. All Series VI, 2008 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series VI, 2008 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured on a subordinate basis by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Series VI, 2008

Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Series VI, 2008 Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (DSW Broadview, LLC)." Moneys in the Principal and Interest Account shall be applied first to the payment of principal of, premium, if any, and interest on the Series V, 2008 Bonds when due; then, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VI, 2008 Bonds when due; and, finally, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VII, 2008 Bonds when due.

No Registered Owner of Series VI, 2008 Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series VI, 2008 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Series VI, 2008 Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Series VI, 2008 Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Series VI, 2008 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new Series VI, 2008 Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Series VI, 2008 Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Series VI, 2008 Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series VI, 2008 Bond certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series VI, 2008 Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Series VI,

2008 Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Series VI, 2008 Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Series VI, 2008 Bonds to be dated the Dated Date shown herein.

CITY OF WICHITA, KANSAS,

By _____
Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

(FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION)

This Series VI, 2008 Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Series VI, 2008 Bond is October 30, 2008.

Commerce Bank, N.A.
Kansas City, Missouri
as Trustee

By _____
Name: _____
Title: _____

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

Print or Type Name and Address of Transferee

the Series VI, 2008 Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Series VI, 2008 Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Series VI, 2008 Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series VI, 2008 Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF WICHITA
INDUSTRIAL REVENUE BOND
SERIES VI, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Date	Principal Due	Interest Rate	Interest Due	Outstanding Principal Amount	Noted By
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
11/01/2048	\$	____%	\$_____	\$_____	_____

APPENDIX A-3

FORM OF SERIES VII, 2008 BONDS

THIS SERIES VII, 2008 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SERIES VII, BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(a) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS SERIES VII, BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-1

Up to \$10,000,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND
SERIES VII, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Interest Rate

Maturity Date

Dated Date

6.00%

November 1, 2048

October 30, 2008

Registered Owner:

Principal Amount: Up to Ten Million Dollars and 00/100
as evidenced on Schedule A to this Series VII, 2008 Bonds

The City of Wichita, Kansas, a body politic and corporate incorporated as a city under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown above unless called for redemption prior to said Maturity Date, but solely from the

sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series VII, 2008 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed \$10,000,000 (the "Principal Amount"), and to pay interest on the outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of an actual/360-day basis) described above from the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on the first day of each month, commencing November 1, 2008 (the "Interest Payment Dates"), until said Principal Amount has been paid.

The principal payable on this Series VII, 2008 Bond on the Principal Payment Date, interest payment on any Interest Payment Date and redemption price payable on any redemption date shall be paid to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by Commerce Bank, N.A., in the City of Kansas City, Missouri (the "Paying Agent" and "Trustee") under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent by the close of business on the fifteenth day of the month preceding the applicable Principal Payment Date or Interest Payment Date (the "Record Date"), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer as described herein. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such principal or interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

All terms not otherwise defined herein shall have the definition set forth in the Trust Indenture dated October 1, 2008, between the Issuer and the Trustee, as such indenture is amended or supplemented from time to time (the "Indenture").

This Series VII, 2008 Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law)," in the aggregate principal amount of not to exceed \$10,000,000 (the "Series VII, 2008 Bonds"), issued simultaneously on a subordinate basis to the Issuer's Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series V, 2008 Bonds"), and the Issuer's Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the "Series VI, 2008 Bonds") (the Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds are referred to collectively as the "Bonds"). The Bonds are being issued for the purpose of providing funds to pay the costs of acquiring and constructing a certain commercial facility (the "Project"), to be leased by the Issuer to DSW Broadview, LLC, a Missouri limited liability company (the "Tenant"), under the terms of a Lease dated as of October 1, 2008, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the Governing Body of the Issuer.

The Series VII, 2008 Bonds are issued under and are equally and ratably secured with other Series VII, 2008 Bonds and are entitled to the protection given by the Indenture on a

subordinate basis to the Series V, 2008 Bonds and the Series VI, Bonds, subject to the terms and conditions set forth therein. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Series VII, 2008 Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Series VII, 2008 Bondowners, and the terms upon which the Series VII, 2008 Bonds are issued and secured.

REDEMPTION OF SERIES VII, 2008 BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series VII, 2008 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series VII, 2008 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any Interest Payment Date, at the redemption price of the par value of the principal amount thereof, without premium.

Sinking Fund Redemption. Each of the Series VII, 2008 Bonds shall be subject to mandatory redemption and payment from the sinking fund described in the Indenture hereinafter described on November 1, 2018, and on the first day of the month thereafter pursuant to the redemption schedule set forth in the Indenture, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The Series VII, 2008 Bonds to be redeemed and paid pursuant to the operation of the sinking fund shall be selected by lot by the Trustee in such equitable manner as it may designate. Each year in which Series VII, 2008 Bonds are to be redeemed pursuant to the terms of the sinking fund, the Trustee shall make timely selection of Series VII, 2008 Bonds to be so redeemed and shall give notice thereof as provided in the Indenture without further instructions from the Issuer or the Tenant.

When any Series VII, 2008 Bonds are called for redemption as aforesaid, notice thereof identifying the Series VII, 2008 Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Series VII, 2008 Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Series VII, 2008 Bonds. If less than all of the Outstanding Series VII, 2008 Bond of this series are called for redemption, Series VII, 2008 Bonds shall be selected by the Trustee in such equitable manner as it may determine. All Series VII, 2008 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series VII, 2008 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured on a subordinate basis by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Series VII, 2008

Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Series VII, 2008 Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (DSW Broadview, LLC)." Moneys in the Principal and Interest Account shall be applied first to the payment of principal of, premium, if any, and interest on the Series V, 2008 Bonds when due; then, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VI, 2008 Bonds when due; and, finally, to the extent of any funds remaining in the Principal and Interest Account, to the payment of principal of, premium, if any, and interest on the Series VII, 2008 Bonds when due.

No Registered Owner of Series VII, 2008 Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series VII, 2008 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Series VII, 2008 Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Series VII, 2008 Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Series VII, 2008 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new Series VII, 2008 Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Series VII, 2008 Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Series VII, 2008 Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series VII, 2008 Bond certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series VII, 2008 Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Series

VII, 2008 Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Series VII, 2008 Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Series VII, 2008 Bonds to be dated the Dated Date shown herein.

CITY OF WICHITA, KANSAS,

By _____
Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

(FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION)

This Series VII, 2008 Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Series VII, 2008 Bond is October 30, 2008.

Commerce Bank, N.A.
Kansas City, Missouri
as Trustee

By _____
Name: _____
Title: _____

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

Print or Type Name and Address of Transferee

the Series VII, 2008 Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Series VII, 2008 Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Series VII, 2008 Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series VII, 2008 Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF WICHITA
INDUSTRIAL REVENUE BOND
SERIES VII, 2008
(DSW BROADVIEW, LLC)
(TAXABLE UNDER FEDERAL LAW)

Date	Principal Due	Interest Rate	Interest Due	Outstanding Principal Amount	Noted By
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
_____	\$	____%	\$_____	\$_____	_____
11/01/2048	\$	____%	\$_____	\$_____	_____

APPENDIX B

GLOSSARY OF WORDS AND TERMS

“*Act*” means K.S.A. 12-1740 *et seq.*, as amended.

“*Authorized Denominations*” means \$100,000 and any amount in excess of \$100,000.

“*Authorized Tenant Representative*” means the Managing Member of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Tenant by its Managing Member. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

“*Bond*” or “*Bonds*” means the Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds.

“*Bond Counsel*” means the firm of Kutak Rock LLP or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer and the Tenant.

“*Bond Improvements*” means the Improvements purchased, constructed or installed from Original Proceeds.

“*Bond Placement Agreement*” means the Bond Placement Agreement dated as of October 1, 2008, between the Issuer and the Tenant/Original Purchaser.

“*Bondowner*” means the Owner of the applicable series of any Bond.

“*Business Day*” means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

“*Change of Circumstances*” means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Land or the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Lease shall become void or unenforceable, or

impossible of performance without reasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon the Issuer or the Tenant.

“*Code*” means the Internal Revenue Code of 1986, as amended, together with the regulations promulgated thereunder by the United States Department of the Treasury.

“*Completion Date*” means the date of actual completion of the acquisition, purchase, construction and installation of any Improvements acquired, constructed or installed pursuant to the Lease or December 31, 2013, whichever comes first.

“*Construction Period*” means the period from the beginning of acquisition, improvement, repair, furnishing, equipping or construction of Improvements to their Completion Date.

“*Costs of Issuance*” means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer’s counsel and counsel for the Tenant.

“*Default Administration Costs*” means the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

“*Event of Default*” means one of the following events:

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the stated maturity or accelerated maturity date thereof, or at the redemption date thereof;
- (c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by the Owners of all of the Outstanding Bonds; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, then such additional time as is necessary to cure same but in no event longer than an additional 45-day period;
- (d) An “Event of Default” as defined in the Lease; or
- (e) A default under the Bond Placement Agreement.

“*Government Securities*” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Improvements*” means all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of this Indenture.

“Interest Rate” means, (a) with respect to the Series V, 2008 Bonds, a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to 6.0%, (b) (a) with respect to the Series VI, 2008 Bonds, a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to 6.0%, and (c) with respect to the Series VII, 2008 Bonds, a rate per annum (computed on the basis of a 360-day year of 12 30-day months) equal to 6.0%.

“Interest Payment Date” means the first day of each month beginning November 1, 2008.

“Investment Contract” means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

“Investment Securities” means any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(i) Government Securities;

(ii) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(iii) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by such securities as are described above in clauses (i) or (ii), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(iv) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognizing as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i) or (ii) above;

(v) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (i), (ii) or (iii) above.

“Issuer” means the City of Wichita, Kansas, a body politic and corporate incorporated as a city of the first class, duly organized and existing under the laws of the State, and its successors and assigns.

“Land” means the real property (or interests therein) described in Schedule I.

“*Lease*,” means the Lease delivered concurrently with this Indenture between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of Article XI of this Indenture.

“*Letter of Intent*” means the letter of intent dated August 26, 2008, executed by the Issuer and the Tenant relating to the issuance of the Bonds.

“*Notice Representative*” means:

(a) With respect to the Tenant, its Managing Member, at its Notice Address (as defined in the Lease).

(b) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Lease).

(c) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Lease).

“*Original Proceeds*” means all sale proceeds paid from time to time in accordance with the terms of the Bond Placement Agreement, the Lease and this Indenture, including accrued interest, from sale of the Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

“*Original Purchaser*” means the Tenant or permitted assignees as provided in accordance with the terms of the bond Placement Agreement.

“*Outstanding*” means, as of a particular date all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment of redemption in accordance with the provisions of Section 13.02 of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“*Owner*” means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

“*Paying Agent*” means the Trustee and its successors and assigns.

“*Payment Date*” means any Interest Payment Date or the Principal Payment Date.

“*Permitted Encumbrances*” means any mortgages, liens or other encumbrances specifically described in Schedule I; easements and rights-of-way of record at the time of conveyance of the Land to the Issuer; any other exceptions not affecting marketability or the usefulness of the Project to Tenant; any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling; and any

Imposition levied by the Issuer pursuant to K.S.A. 12-6a01 *et seq.*, or levied pursuant to similar laws which levy creates a special assessment against the Land for public improvements by which the Land is specially benefitted.

“Principal and Interest Payment Account” means the “City of Wichita, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (DSW Broadview, LLC)” created pursuant to Section 6.01 of this Indenture.

“Principal Payment Date” means any date on which principal on any Bond is due and payable, whether at the stated maturity or earlier required redemption thereof. With respect to the Bonds, the Principal Payment Date is November 1, 2048.

“Project” means the Land and the Improvements, together with any Project Additions.

“Project Additions” means any alterations or additions made to the Project to the extent provided in Articles XI and XII of the Lease.

“Project Costs” means those costs incurred in connection with the acquisition, construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Land and such of the Bond Improvements as are acquired, constructed or in progress at the date of such issuance of the Bonds including the payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition of or performance of work on Bond Improvements prior to the issuance of the Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses of constructing, acquiring or installing Improvements;

(d) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with Article VI of the Lease, respectively; and

(e) Costs of Issuance.

“Project Fund” means the account authorized and established with the Trustee pursuant to the Indenture and designated the “City of Wichita, Kansas Project Fund (DSW Broadview, LLC).”

“Purchase Price” means (a) with respect to the Series VI, 2008 Bonds, an amount of money up to \$5,000,000, (b) with respect to the Series VII, 2008 Bonds, an amount of money up to \$10,000,000, and (c) with respect to the Series V, 2008 Bonds, an amount of money up to the difference between \$25,000,000 and the principal amount of Series VI, 2008 Bonds and Series VII, 2008 Bonds; provided, however that the initial funding of the purchase price for each series of Bonds paid at the closing and delivery of each series of Bonds shall not be less than \$100,000.

“*Record Date*” means the 15th day of the month preceding each Interest Payment Date or Principal Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

“*Rental Payments*” means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to Article III of the Lease.

“*Series V, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*Series VI, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*Series VII, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*State*” means the State of Kansas.

“*Supplemental Indenture*” means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to Article XI of this Indenture.

“*Tenant*” means DSW Broadview, LLC, its successors and assigns.

“*Trustee*” means Commerce Bank, N.A., Kansas City, Missouri, a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

“*Trust Estate*” means the Trust Estate described in the Granting Clauses of this Indenture.

“*Unassigned Issuer’s Rights*” mean the rights of the Issuer pursuant to the Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Lease, all in accordance with the terms of the Lease.

“*1933 Act*” means the Securities Act of 1933, as amended.

LEASE

CITY OF WICHITA, KANSAS,
as Issuer

and

DSW BROADVIEW, LLC,
as Tenant

Not to Exceed \$25,000,000
Industrial Revenue Bonds
Series V, 2008; Series VI, 2008; and Series VII, 2008,
(DSW Broadview, LLC)
(Taxable Under Federal Law)

Dated as of October 1, 2008

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS; REPRESENTATIONS AND COVENANTS

Section 1.01.	Definitions	1
Section 1.02.	Representations and Covenants by Tenant.....	2
Section 1.03.	Representations and Covenants by the Issuer.....	3

ARTICLE II

GRANTING OF LEASEHOLD.....	4
----------------------------	---

ARTICLE III RENT

Section 3.01.	Basic Rent.....	4
Section 3.02.	Presentation of Bonds in Satisfaction of Rent	4
Section 3.03.	Additional Rent.....	4
Section 3.04.	Rent Payable Without Abatement or Setoff	4
Section 3.05.	Prepayment of Basic Rent	5
Section 3.06.	Deposit of Rent by Trustee.....	5

ARTICLE IV DISPOSITION OF ORIGINAL PROCEEDS; PROJECT FUND

Section 4.01.	Disposition of Original Proceeds	5
Section 4.02.	Funding of Project Fund.....	5

ARTICLE V PROJECT PURCHASE AND COMPLETION

Section 5.01.	Acquisition of Land and Improvements.....	6
Section 5.02.	Environmental Matters.....	6
Section 5.03.	Project Contracts.....	6
Section 5.04.	Payment of Project Costs for Buildings and Improvements	7
Section 5.05.	Payment of Project Costs for Machinery and Equipment	7
Section 5.06.	Completion of Project	8
Section 5.07.	Deficiency of Project Fund.....	8
Section 5.08.	Right of Entry by Issuer	8
Section 5.09.	Machinery, Furnishings and Equipment Purchased by the Tenant	9
Section 5.10.	Project Property of Issuer	9

ARTICLE VI
INSURANCE

Section 6.01.	Liability Insurance	9
Section 6.02.	Property Insurance	9
Section 6.03.	General Insurance Provisions	10
Section 6.04.	Evidence of Title	10

ARTICLE VII
IMPOSITIONS

Section 7.01.	Impositions	11
Section 7.02.	Receipted Statements	11
Section 7.03.	Issuer May Not Sell.....	11
Section 7.04.	Contest of Impositions	11
Section 7.05.	Ad Valorem Taxes	11

ARTICLE VIII

USE OF PROJECT	12
----------------------	----

ARTICLE IX
SUBLEASE; ASSIGNMENT

Section 9.01.	Sublease by the Tenant.....	12
Section 9.02.	Assignment by the Tenant	13
Section 9.03.	Release of the Tenant	13
Section 9.04.	Mergers and Consolidations	13
Section 9.05.	Covenant Against Other Assignments	13

ARTICLE X
REPAIRS, MAINTENANCE; REMOVAL OF EQUIPMENT

Section 10.01.	Repairs and Maintenance	13
Section 10.02.	Removal, Disposition and Substitution of Machinery or Equipment	13

ARTICLE XI

ALTERATION OF PROJECT	15
-----------------------------	----

ARTICLE XII

ADDITIONAL IMPROVEMENTS	15
-------------------------------	----

ARTICLE XIII
LIENS; UTILITIES

Section 13.01.	Securing of Permits and Authorizations.....	16
Section 13.02.	Mechanic's Liens	16
Section 13.03.	Contest of Liens	16
Section 13.04.	Utilities	17

ARTICLE XIV

INDEMNITY	17
-----------------	----

ARTICLE XV

ACCESS TO PROJECT	17
-------------------------	----

ARTICLE XVI

OPTION TO EXTEND TERM	17
-----------------------------	----

ARTICLE XVII
OPTION TO PURCHASE

Section 17.01.	Option To Purchase Project.....	18
Section 17.02.	Quality of Title and Purchase Price	18
Section 17.03.	Closing of Purchase	19
Section 17.04.	Effect of Failure To Complete Purchase	19
Section 17.05.	Application of Condemnation Awards if Tenant Purchases Project	19

ARTICLE XVIII
DAMAGE AND DESTRUCTION; CONDEMNATION

Section 18.01.	Damage and Destruction	21
Section 18.02.	Condemnation.....	22
Section 18.03.	Effect of Tenant's Defaults	23

ARTICLE XIX

RESERVED	23
----------------	----

ARTICLE XX
REMEDIES

Section 20.01.	Remedies on Default	23
Section 20.02.	Survival of Obligations	24

Section 20.03.	No Remedy Exclusive.....	25
----------------	--------------------------	----

ARTICLE XXI

PERFORMANCE OF TENANT’S OBLIGATIONS BY ISSUER.....	25
--	----

ARTICLE XXII

SURRENDER OF POSSESSION.....	25
------------------------------	----

ARTICLE XXIII

NOTICES.....	26
--------------	----

ARTICLE XXIV

NET LEASE; UNEXPENDED FUNDS

Section 24.01.	Net Lease	26
Section 24.02.	Funds Held by Trustee After Payment of Bonds.....	26

ARTICLE XXV

RIGHTS; WAIVERS; CONSENTS

Section 25.01.	Rights and Remedies.....	26
Section 25.02.	Waiver of Breach	27
Section 25.03.	Parties Shall Not Unreasonably Withhold Consents and Approvals.....	27

ARTICLE XXVI

QUIET ENJOYMENT AND POSSESSION.....	27
-------------------------------------	----

ARTICLE XXVII

INVESTMENT TAX CREDIT; DEPRECIATION.....	27
--	----

ARTICLE XXVIII

MISCELLANEOUS

Section 28.01.	Amendments	28
Section 28.02.	Granting of Easements	28
Section 28.03.	Security Interests.....	28
Section 28.04.	Ongoing, Special Conditions	29
Section 28.05.	Construction and Enforcement	30

Section 28.06.	Invalidity of Provisions of Lease	30
Section 28.07.	Covenants Binding on Successors and Assigns	30
Section 28.08.	Section Headings	30
Section 28.09.	Execution of Counterparts.....	30
APPENDIX A	FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS	
APPENDIX B	FORM OF CERTIFICATE OF COMPLETION	
APPENDIX C	GLOSSARY OF WORDS AND TERMS	
APPENDIX D	FORM OF PASS-THROUGH CERTIFICATE	
SCHEDULE I	DESCRIPTION OF PROPERTY	

LEASE

THIS LEASE, made and entered into as of October 1, 2008 (this “Lease”), between **THE CITY OF WICHITA, KANSAS** (the “Issuer”), and **DSW BROADVIEW, LLC** (the “Tenant”).

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, believing itself to have full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.*, as amended (the “Act”), and in order to provide for the economic development and welfare of the City of Wichita, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, intends to:

- (a) acquire, construct and equip the Project (as defined in the Indenture);
- (b) lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth;
- (c) issue, for the purpose of paying Project Costs (as defined in the Indenture), the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture (herein defined), said Indenture being incorporated herein by reference and authorized by an ordinance of the Governing Body of the Issuer; and
- (D) grant the Tenant an option to purchase the Project; and

WHEREAS, the Tenant, consistent with the foregoing intent of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS; REPRESENTATIONS AND COVENANTS

Section 1.01. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in Appendix B to the Indenture. In addition to the words, terms and phrases defined in Appendix B to the Indenture and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as Appendix C, unless the context or use indicates another or different meaning or intent.

Section 1.02. Representations and Covenants by Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained until the expiration of the Term of the Lease:

(a) The Tenant is a Missouri limited liability company, duly organized and existing under the laws of the State of Missouri, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Lease, acting by and through its duly authorized manager.

(b) The Tenant shall (i) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; (ii) shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (1) securing the prior written consent thereto of the Issuer and (2) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds.

(c) To the Tenant's knowledge, neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provision of its articles of organization, or operating agreement or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage or any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated, as a "facility," as that term is contemplated in the Act.

(f) The estimated total cost of the Improvements to be financed by the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Bonds, is not less than the aggregate face amount of the Bonds.

(g) Except as provided herein, the Tenant will not, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(h) Tenant shall operate and maintain the Project as a “Drury Plaza Hotel” for 10 years and, thereafter, as a “Drury Plaza Hotel” or under another similar hotel brand owned by the Tenant or similar national brand.

Section 1.03. Representations and Covenants by the Issuer. The Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained. To the best of the Issuer’s knowledge and belief:

(a) It is a municipal corporation incorporated as a city of the first class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the ordinance authorizing the issuance of the Bonds and this Lease, the Issuer has the power to enter into and perform the transactions contemplated by the Lease and the Indenture and to carry out its obligations hereunder or thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Project, except this Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

(f) It will reasonably cooperate with the Tenant in obtaining appropriate easements and approvals for the construction, expansion and/or maintenance of a covered drop-off, check-in and valet parking area along the public right-of-way in an area to be reasonably located and agreed to by the Tenant and the Issuer.

(g) It will fully cooperate with the Tenant in expediting and providing all Issuer approvals, permits, street closures and other consents required in connection with the Project, including the construction of the Walkway.

(h) It will reasonably cooperate with the Tenant’s effort to construct a rooftop and a blade sign complying with historic requirements, if applicable, for the Project, including, if necessary, seeking any variances required for the installation and maintenance of such signs.

(i) During the Term of this Lease, it will reasonably cooperate with the Tenant’s efforts to finance the purchase of the Series VII, 2008 Bonds with the support of

New Market Tax Credit by adding further restrictions on the use of the Project or the provisions of this Lease as they relate to the Tenant if such restrictions are requested by the Tenant; provided nothing herein shall impose any liability for any representations on the Issuer with respect to such credits or the loss of such credits.

ARTICLE II

GRANTING OF LEASEHOLD

The Issuer by these presents hereby rents, leases and lets unto the Tenant and the Tenant hereby rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Project for the Basic Term, subject to the restriction during the Term of the Lease that no existing building nor any building which is constructed or placed upon the Land, either temporarily or permanently, shall be used for the purpose of housing any multigame, casino-style gambling on the premises.

ARTICLE III

RENT

Section 3.01. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay to the Trustee hereinafter and in the Indenture designated, for the account of the Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account referred to herein and in the Indenture established, on each Basic Rent Payment Date, Basic Rent in immediately available funds.

Section 3.02. Presentation of Bonds in Satisfaction of Rent. In the event the Tenant acquires any Outstanding Bonds, the Tenant may present the same to the Issuer for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and payable in accordance with the provisions of the Indenture.

Section 3.03. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Lease.

Section 3.04. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is transferred, defective or nonexistent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant, any

change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Tenant therefrom. Nothing in this Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant shall be unconditionally and absolutely obligated to perform in full all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.05. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent without penalty or premium and shall do so in connection with any exercise of options under Section 17.01.

Section 3.06. Deposit of Rent by Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

DISPOSITION OF ORIGINAL PROCEEDS; PROJECT FUND

Section 4.01. Disposition of Original Proceeds. The Original Proceeds shall be paid over to the Trustee for the account of the Issuer. The Trustee shall pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest received upon such sale. The remainder of such proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

Section 4.02. Funding of Project Fund.

(a) Prior to the Completion Date for a portion of the Project, the Project Fund will be funded by the Original Purchaser in one or more installments as request for disbursements in the form attached to this Lease as Appendix A are submitted to and approved by the Trustee. Without the consent of the Trustee, the Tenant shall not submit more than one request for disbursement per month. In accordance with the Bond Placement Agreement, the Original Purchaser shall disburse installments to the Trustee, for deposit in the Project Fund, as the purchase, construction and installation of the Project progresses.

(b) The Original Purchaser's obligation to fund the Project Fund ceases upon the earlier of the Completion Date or the advancement of maximum principal amount of the Bonds.

ARTICLE V

PROJECT PURCHASE AND COMPLETION

Section 5.01. Acquisition of Land and Improvements. The Tenant shall cause the Original Purchaser prior to or concurrently with the issuance of the Bonds to deliver, or cause to be delivered, to the Issuer sufficient Bond proceeds for the Issuer to acquire title to the Land described in Schedule I and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it or others in connection with the construction, installation or development of the Improvements other than Permitted Encumbrances.

Section 5.02. Environmental Matters. An Environmental Assessment was obtained by the Tenant which revealed no evidence on the Project of Hazardous Substances or other materials defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or similar term defined by CERCLA or any other Environmental Law, the removal of which is required by the provisions of any applicable Environmental Law, or the maintenance of which is not in compliance with any such law.

The Tenant acknowledges that it is responsible for maintaining the Project in compliance with all applicable Environmental Laws. In the event that the Tenant does not proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, within 30 days of written notice, the Issuer, after such 30-day notice to the Tenant has elapsed, may elect (but may not be required) to undertake such compliance. Any moneys expended by the Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer with respect to any breaches of the provisions of this Section.

The Tenant shall and does hereby indemnify the Issuer, the Trustee and the Bondowners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the project of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

The Tenant agrees to give prompt written notice to the Issuer, the Bondowners and the Trustee of any violation of any Environmental Law of which violation Tenant has actual knowledge.

Section 5.03. Project Contracts. Prior to the delivery of this Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Lease are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. The Tenant hereby conveys, transfers and assigns to the Issuer all of the Tenant's rights in, but not its obligations under, the Project Contracts and the Tenant will continue to act for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Any and all amounts received by the Issuer, the Trustee or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with said Project Contracts will result in the Project being suitable for use by the Tenant as a commercial facility.

Section 5.04. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition or construction of the Improvements, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely to the extent such payment is possible from monies from the Project Fund, from time to time, while the Tenant is in compliance with the requirements of Section 6.01 hereof, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form set forth by Appendix A hereto which is incorporated herein by reference. As a condition of any withdrawals from the Project Fund for the construction, repair and improvement of the Project, the Tenant shall provide the Trustee. Such condition shall not apply to the withdrawal from the Project Fund of funds to pay the cost of the initial acquisition of the Land and building which are a part of the Project. The Issuer agrees to provide notice to the Trustee of its approval of the Maximum Monthly Draw amount and the institution issuing the Letter of Credit which approval shall occur before withdrawals from the Project Fund for the construction, repair and improvement of the Project. To the extent draws are made on the Letter of Credit, the Tenant shall promptly reimburse the Letter of Credit provider in an amount sufficient to reinstate the amount of the Letter of Credit to an amount equal to the Maximum Monthly Draw or shall obtain an additionally or replacement Letter of Credit with substantially the same terms as the Letter of Credit and in an aggregate amount, when added to the amount available to be drawn under any other Letters of Credit in effect, equal to the Maximum Monthly Draw.

The sole obligation of the Issuer under this paragraph shall be to authorize the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on such directions and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements by the Tenant directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent trustee.

Section 5.05. Payment of Project Costs for Machinery, Furnishings and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of machinery, furnishings and

equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form provided by Appendix A hereto which is incorporated herein by reference and accompanied by the following specific information:

- (a) Name of Seller;
- (b) Name of the manufacturer;
- (c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Tenant of such machinery, furnishings and/or equipment;
- (d) Common descriptive name of machinery, furnishings or equipment;
- (e) Manufacturer's or seller's technical description of machinery, furnishings or equipment;
- (f) Capacity or similar designation;
- (g) Serial number, if any; and
- (h) Model number, if any.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of said certificates. The Trustee may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable prudent trustee. All machinery, equipment, furnishings and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section shall be a part of the Project.

Section 5.06. Completion of Project. The Tenant covenants and agrees to proceed diligently to complete the Improvements on or before the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as Appendix B, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred by the Trustee to the Principal and Interest Payment Account on the earlier of receipt of the Certificate of Completion or the first Business Day following three months after the date that the last disbursement from the Project Fund was made by the Trustee for the payment the costs for the repair, improvement or construction of the Project.

Section 5.07. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery,

equipment, property and services as the same shall become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.08. Right of Entry by Issuer. The duly authorized agents of the Issuer and the Original Purchaser shall have the right at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.09. Machinery, Furnishings and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment, furnishings or personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, equipment, furnishings or personal property shall not be deemed a part of the Project.

Section 5.10. Project Property of Issuer. All Improvements, all work and materials on the Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the Issuer. In the event this Lease is deemed to be a security agreement with respect to any of such Improvements or Project Additions, the Tenant hereby grants the Issuer a security interest in the Improvements and Project Additions, and all attachments, accessions, additions, substitutions, replacement and proceeds thereof (including insurance proceeds) (collectively, "Collateral") to secure all payments of Basic Rent and Additional Rent and all obligations, covenants and agreements to be performed by the Tenant hereunder, and agrees that this security interest shall be prior to all other security interests in the Collateral other than the Permitted Encumbrances.

ARTICLE VI

INSURANCE

Section 6.01. Liability Insurance. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering the Tenant's operations in or upon the Project (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be named as insured and the Issuer and the Trustee shall be named as additional insureds, as their interests in the Project shall appear, in an amount not less than \$1,000,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant, the Bondowners and the Trustee, such insurance to be maintained throughout the life of this Lease. The policy should include blanket contractual liability coverage, independent contractors coverage and broad form property damage coverage.

(b) Worker's compensation with statutory benefits including employers liability in such amount as is satisfactory to Bondowners, or, if such limits are established by law, in such amounts.

Section 6.02. Property Insurance. The Tenant shall and covenants and agrees that it will, throughout the Term at its sole cost and expense, keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsements then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select, with such terms, limits and deductibles consistent with businesses similar to the Project and not otherwise inconsistent with the terms of this Lease.

Section 6.03. General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies, or within 30 days of renewal, certificates of the policies provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant, the Original Purchaser and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. The Issuer and the Tenant each hereby agree to take appropriate action, be it the endorsement of checks or otherwise, to cause any such payment to be made to the Trustee, as long as such payment is required by this Lease to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by an insurance company qualified under the laws of the State to assume the risks covered therein.

(c) Certificates of insurance evidencing the insurance coverage herein required shall be filed with the Trustee continuously during the term of this Lease, or immediately upon the change or transfer of such insurance coverage.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.04. Evidence of Title. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the Tenant shall purchase a policy of owner's title insurance, insuring the Issuer's fee simple title to the Land, subject to Permitted Encumbrances, in an amount equal to the value of the Land and building Improvements becoming a part of the Project. Such policy shall contain (i) full

coverage against mechanic's liens and (ii) no survey exceptions not approved by the Original Purchaser. The Issuer and the Tenant agree that any and all proceeds therefrom during the Basic Term (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Principal and Interest Payment Account, and (c) if received after the Bonds and interest thereon have been paid in full, shall belong and be paid to the Tenant.

ARTICLE VII

IMPOSITIONS

Section 7.01. Impositions. The Tenant shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the life of this Lease as and when the same become due and payable.

Section 7.02. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with Section 7.04 hereof, the Tenant shall, within 30 days prior to the last day for payment, without penalty or interest, of an Imposition which the Tenant is required to bear, pay and discharge the same pursuant to the terms hereof, and deliver to the Issuer a suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.03. Issuer May Not Sell. The Issuer covenants that except pursuant to Article XX hereof after an Event of Default has occurred and is continuing, without the Tenant's written consent, unless required by law, it will not sell or otherwise part with or encumber its ownership interest in the Project at any time during the Term of this Lease without the Tenant's consent.

Section 7.04. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, and (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest due to the Issuer's ownership of the Project.

Section 7.05. Ad Valorem Taxes. Except for any portion of the Project which is used as a retail enterprise identified under the standard industrial classifications codes, major groups 52 through 59, inclusive, as described in K.S.A. 79-201a, as amended, the parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds is entitled to exemption from ad valorem taxation for a period of 10 calendar years after the calendar year in which the applicable series of Bonds is issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. Issuer covenants that, as long as any of the Bonds are Outstanding and except as otherwise provided herein, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Improvements financed with the Bonds for such 10-year period beginning in the year following the issuance of the applicable series of Bonds. Issuer further covenants that it will reasonably cooperate with the Tenant to make all necessary filings regarding the application for such ad valorem tax exemption on or before March 1, in each year and will cooperate with the Tenant in regard to any necessary supplemental filings and annual filings from time to time in an effort to maintain such ad valorem tax exemption in full force and effect

Notwithstanding any of the foregoing provisions, if the Tenant fails to demonstrate a good faith effort to achieve its proposed employment goals or its Equal Opportunity/Affirmative Action goals, the Issuer may revoke the tax exemption by either imposing payments in lieu of taxes (which the Tenant hereby agrees to pay) or by declining to make the annual exemption filing with the County Appraiser's Office. Further, the Tenant agrees to pay a ratable payment in lieu of taxes for any portion or portions of the Project not used by the Tenant. Any required payment in lieu of taxes shall be due on the same date general ad valorem taxes are due.

ARTICLE VIII

USE OF PROJECT

Subject to the provisions of this Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

ARTICLE IX

SUBLEASE; ASSIGNMENT

Section 9.01. Sublease by the Tenant. If necessary to obtain certain federal tax credits, the Tenant may enter into a sublease of all or part of the Project with a Controlled Entity without the further consent of the Issuer or the Owners of all of the Outstanding Bonds; provided, the Tenant provides prior written notice to the Issuer of such sublease and such sublease is subordinate in all respects to this Lease. If the Tenant elects to sublease the Project or any portion thereof to a party or entity other than a Controlled Entity, the prior written consent of the Issuer and the Owners of all of the Outstanding Bonds is required. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder.

Section 9.02. Assignment by the Tenant. The Tenant may assign its interest in this Lease or any part hereof to a Controlled Entity without the further consent of the Issuer or the Owners of all of the Outstanding Bonds; provided, the Tenant provides prior written notice to the Issuer of such assignment which includes an assumption by the assignee of all obligations of the Tenant hereunder and promptly after its execution provides a copy of such assignment to the Issuer. The Tenant may assign or mortgage its interest or any part hereof in this Lease to an entity other than a Controlled Entity with the prior written consent of the Issuer and the Owners of all of the Outstanding Bonds. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.03. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Lease, (a) with respect to an assignment to an entity other than a Controlled Entity, the Issuer and the Owners of all of the Outstanding Bonds shall file with the Trustee their prior written consent to such assignment and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease; then Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.04. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.02 and 9.03 above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) with respect to an assignment to an entity other than a Controlled Entity, the Issuer and the Owners of all of the Outstanding Bonds shall file with the Trustee their prior written consent to such assignment or transfer, and (b) the proposed assignee, transferee or surviving corporation shall expressly assume and agree to perform all of the obligations of the Tenant under this Lease and the Administrative Service Fee Agreement with regard to the Bonds and shall promptly provide evidence of such assumption and agreement to the Issuer and the Trustee; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment or transfer. If the assignment made under the provisions of this

Section are made to a Controlled Entity, the consent of the Issuer and Owners of the Outstanding Bonds shall not be required.

Section 9.05. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

REPAIRS, MAINTENANCE; REMOVAL OF EQUIPMENT

Section 10.01. Repairs and Maintenance. The Tenant covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order.

Section 10.02. Removal, Disposition and Substitution of Machinery, Furnishings or Equipment. The Tenant shall have the right, provided the Tenant is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any machinery, furnishings or equipment which constitutes a part of the Project and is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions which shall only apply to the removal, sale or disposition of machinery, furnishings or equipment after the Certificate of Completion is delivered to the Trustee:

(a) With respect only to such items of machinery, furnishings or equipment that originally cost \$100,000 or more, to the following:

(i) Prior to any such removal, the Tenant shall furnish the certificate to the Trustee which sets forth the facts described in subsections (ii) and (iii) below and pay any consideration received for such machinery, furnishings or equipment as set forth in said certificate to the Trustee and the Trustee shall deposit such amount in the Principal and Interest Payment Account. Any money deposited in the Principal and Interest Payment Account pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(ii) The Tenant may remove any machinery, furnishings or equipment constituting a part of the Project without complying with the provisions of subsection (iii) below; provided, however, that the Tenant shall promptly replace any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which perform the same function as the machinery, furnishings or equipment so removed, and the machinery, furnishings or equipment so acquired by the Tenant to replace such machinery or equipment thereafter shall be deemed a part of the Project. The Tenant shall maintain

accurate records of such replacements and upon request shall prepare a certificate of the Authorized Tenant Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Tenant has acquired to replace the machinery, furnishings or equipment so removed by the Tenant, stating the cost thereof and the respective acquisition dates.

(iii) Prior to any such removal, the Tenant shall prepare a certificate signed by the Authorized Tenant Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery, furnishings and equipment constituting a part of the Project which it proposes to remove, (B) stating the reasons for such removal, (C) stating what disposition, if any, of the machinery, furnishings or equipment is to be made by the Tenant after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Tenant therefor, if any, and (D) setting forth the original cost of such machinery or equipment.

(b) With respect to such items of machinery, furnishings or equipment that originally cost more than \$50,000 and less than \$100,000, the Tenant shall deliver to the Trustee a certificate setting forth the facts provided for in subsection (a)(i) above. In no event shall the Tenant pursuant to this subsection (b) remove items of machinery, furnishings or equipment having an aggregate original cost of more than \$100,000.

All machinery, furnishings or equipment constituting a part of the Project and removed by the Tenant pursuant to this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant subject to the certification requirements of this Section. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Tenant's rights under this Article to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery, furnishings or equipment by the Tenant.

ARTICLE XI

ALTERATION OF PROJECT

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable without consent of the Issuer or the Trustee; provided, however, the Tenant shall not make any major change or alteration which will materially adversely affect the intended use or structural strength of any part of the Improvements. All changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable

thereof, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment, furnishings and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant at any time; provided further, however, that all such additional machinery, equipment, furnishings and/or personal property which remain in the Project after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XII

ADDITIONAL IMPROVEMENTS

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable, including, without limitation (a) the construction of an elevated pedestrian walkway as authorized by that certain Declaration of Elevated Pedestrian Walkway Easement dated _____, 2008, entered into by the Issuer and (b) the construction of a covered drop-off, check-in and valet area and the attachment of signage to the Improvements as authorized that certain Declaration of Covered Drop off, Roadway Encroachment and Signage Easement dated __, 2008, entered into by the Issuer. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make any repairs and restorations required to repair any damage to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer; provided, however, the Tenant shall have the right, prior to or within 60 days after the termination of this Lease, to remove from or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and are not a part of the Project.

ARTICLE XIII

LIENS; UTILITIES

Section 13.01. Securing of Permits and Authorizations. The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to

any repair, rebuilding, restoration, replacement, alteration, furnishings of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.02. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

Section 13.03. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.04. Utilities. All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

INDEMNITY

The Tenant shall and hereby covenants and agrees to indemnify, protect, defend and save the Issuer and the Trustee harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Term hereof, and upon timely written notice from the Issuer or the Trustee, the Tenant shall defend the Issuer and the Trustee in any action or proceeding brought thereon; provided, however, that nothing contained in this Article shall be construed as requiring the

Tenant to indemnify the Issuer or the Trustee for any claim resulting from any willful or malicious act or omission of the Issuer or the Trustee, or their respective agents and employees. The Tenant also covenants and agrees, at its expense, to pay and to indemnify the Issuer and the Trustee from and against all costs, expenses and charges, including reasonable counsel fees (to the extent permitted by law), incurred in obtaining possession of the Project after default of the Tenant, or in enforcing any covenant or agreement of the Tenant contained in this Lease or the Indenture.

ARTICLE XV

ACCESS TO PROJECT

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee and the Bondowners, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice to the Tenant, subject to Tenant's reasonable confidentiality policies, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of the Tenant's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, and with reasonable notice to the Tenant for the purpose of exhibiting the Project to prospective purchasers or lessees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

OPTION TO EXTEND TERM

The Tenant shall have the option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise each such option at least one year prior to the expiration of the Basic Term and (b) the Tenant is not in default hereunder in the payment of Basic Rent or Additional Rent at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$1,000 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

OPTION TO PURCHASE

Section 17.01. Option To Purchase Project. Subject to the provisions of this Article and Article XVIII, the Tenant shall have the option to purchase the Project: (a) upon the occurrence of a Change in Circumstances, or (b) at any time during the Term hereof and for

180 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Closing Date unless all Defaults are cured upon payment of the purchase price specified in Section 17.02.

Section 17.02. Quality of Title and Purchase Price. If said notice of election to purchase is given, the Issuer shall sell and convey all of its interests in the Project to the Tenant on the Closing Date free and clear of all liens and encumbrances except:

- (a) Permitted Encumbrances;
- (b) those to which title was subject on the date of conveyance to the Issuer of the Land, or to which title became subject with the Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Lease;
- (c) outstanding taxes and assessments, general and special, if any, which have been assessed but not yet paid; and
- (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's deed, bill or sale or other instrument or instruments of transfer of the Project to the Tenant as hereinafter provided):
 - (i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses, and premiums incident to the redemption and payment of said Bonds in full, plus
 - (ii) \$1,000.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, become due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Closing Date.

Section 17.03. Closing of Purchase. On the Closing Date the Issuer shall deliver to the Tenant its special warranty deed and/or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, or conveying such other title to the Project provided as follows: (a) the amount specified in clause (i) of Section 17.02 shall be paid to the Trustee for deposit in the Principal and Interest Payment Account to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of said Section 17.02 shall be paid to the Issuer;

provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or conveyance to the Tenant until after all duties and obligations of the Tenant under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Tenant of the Issuer's appropriate instrument or instruments of assignment or conveyance and payment of the purchase price by the Tenant, this Lease shall ipso facto terminate, subject to the provisions of Section 20.02 hereof.

Section 17.04. Effect of Failure To Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the Issuer does not have or is unable to convey to the Tenant such title to the Project as the Tenant is required to accept, the Issuer shall use its best efforts to cure any such defect in its title to the Project. In the event the Issuer is unable to cure such defect in its title to the Project, or if the Issuer's failure to close would be a breach of its obligations hereunder, the Tenant shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Tenant shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain acceptable title to the Project.

Section 17.05. Application of Condemnation Awards if Tenant Purchases Project. The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of the Project in connection with such condemnation, shall belong and be paid to the Tenant.

ARTICLE XVIII

DAMAGE AND DESTRUCTION; CONDEMNATION

Section 18.01. Damage and Destruction.

(a) If, during the Term, the Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall (at Tenant's expense) forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and

shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall determine that rebuilding, repairing, restoring or replacing the Improvements are not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

(e) If an Event of Default has not occurred and is continuing under this Lease, the Issuer shall fully cooperate with the Tenant in the handling and conduct of any activities regarding the application of insurance proceeds and/or rebuilding of the Project as provided this Section and shall not make any settlement of insurance claims with respect to the Project or any part thereof without the written consent of the Tenant; provided, however, that nothing herein is intended to authorize the use of insurance proceeds or the rebuilding of the Project in a manner that conflicts with the Issuer's applicable ordinances and resolutions pertaining to rebuilding buildings damaged or destroyed including any requirements relating to the retainage of insurance proceeds.

Section 18.02. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Tenant shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount

remaining in the Project Fund after such acquisition or construction shall be paid to the Tenant.

(c) If the Tenant shall determine, in its sole discretion, that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant.

Section 18.03. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or if any Default which, with the passage of time or the giving of notice, or both, will become an Event of Default then exists. In the event the Tenant shall cure any Defaults within the cure periods specified herein, if any, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Trustee otherwise reenters and takes possession of the Project without terminating this Lease, the Trustee shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

RESERVED

ARTICLE XX

REMEDIES

Section 20.01. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer or Trustee may take any one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Tenant to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant;

(b) Give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 180 days after such notice is given and, if all defaults have not then been cured on the date so specified, the Tenant's rights to possession of the Project shall cease, and this Lease shall thereupon be terminated, and the Issuer may reenter and take possession of the Project; or

(c) Without terminating the Term hereof, or this Lease, conduct inspections or an Environmental Assessment of the Project, and reenter the Project or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Trustee acting on behalf of the Issuer may refuse to reenter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

Having elected to reenter or take possession of the Project without terminating the Term of this Lease, the Issuer and the Trustee acting on behalf of the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such reentry or taking of possession of the Project shall be construed as an election to terminate this Lease, and no such reentry or taking of possession shall relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such reentry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

Having elected to reenter or take possession of the Project pursuant to subsection (c) hereunder, the Issuer or the Trustee acting on behalf of the Issuer may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to the Tenant given at any time thereafter while the Tenant is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder and thereafter proceed to sell its interest in the Project. If an Event of Default has happened and is continuing, the Issuer shall transfer title to the Project to the Trustee, subject to the liens and encumbrances set forth in Sections 17.02(a), (b) and (c), upon receipt of written direction from the Trustee, following receipt by the Trustee of

satisfactory indemnification and provision for the payment of Default Administrative Costs and third-party liability as provided in Article IX of the Indenture.

If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to reenter and take possession of the Project, the Issuer may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of or liable for any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

Net proceeds of any reletting or sale of the Project or acceleration of the maturity of the Bonds shall be deposited in the Principal and Interest Payment Account. "Net Proceeds" for this purpose shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, alteration costs and expenses of preparation of the Project for reletting or sale.

Section 20.02. Survival of Obligations. The Tenant covenants and agrees with the Issuer and the Bondowners that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provisions made for the payment thereof in accordance with the Indenture, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Indenture, the Tenant's obligations under Article XIV and Section 5.02 hereof shall survive any termination, release or assignment of this Lease or the Indenture and payment or provisions for payment of the Bonds.

Section 20.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

PERFORMANCE OF TENANT'S OBLIGATIONS BY ISSUER

If the Tenant shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 45 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an

additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of written demand, the Issuer shall have the same rights and remedies provided for in Article XX in the case of default by the Tenant in the payment of Basic Rent. The 45-day notice and cure provision of this Article XXI shall not apply in the event the Tenant fails to procure and maintain (and provide evidence thereof) insurance as referenced in Article VI of this Lease or if the Issuer otherwise determines that immediate action is necessary to preserve and protect the Project, in which case the Issuer may (but is not required to) purchase insurance, or take action to preserve and protect the Project immediately upon providing notice thereof to the Tenant.

ARTICLE XXII

SURRENDER OF POSSESSION

Upon accrual of the Issuer's right of reentry as the result of the Tenant's default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 60 days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Lease and which are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 60 days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

NOTICES

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address. All notices given by restricted mail as aforesaid shall be deemed duly given as of the date three days after they are so mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

NET LEASE; UNEXPENDED FUNDS

Section 24.01. Net Lease. The parties hereto agreed (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the

Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.02. Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Lease, be the absolute property of and be paid over forthwith to the Tenant.

ARTICLE XXV

RIGHTS; WAIVERS; CONSENTS

Section 25.01. Rights and Remedies. The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.02. Waiver of Breach. No waiver of a breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.03. Parties Shall Not Unreasonably Withhold Consents and Approvals. Except as otherwise specifically provided, and except for consents required in connection with proposed subleases or assignments of the Tenant's interest, wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules. Wherever in this Lease it is provided that the Tenant shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Tenant shall not unreasonably or arbitrarily refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules, nor will the Tenant unreasonably, arbitrarily or unnecessarily delay giving such approvals or consents.

ARTICLE XXVI

QUIET ENJOYMENT AND POSSESSION

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

ARTICLE XXVII

INVESTMENT TAX CREDIT; DEPRECIATION

The Tenant shall be entitled to claim the full benefit of (a) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (b) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

Subject to the conditions set forth in this Article, the Issuer agrees that it will not claim and to the extent required under the Code (as hereinafter defined), it will pass-through to the Tenant the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credits") pursuant to the provisions of Section 50(d) of the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"). Should the Tenant deem it necessary under the Code and upon receipt of a completed Pass-Through Election, in substantially the form attached hereto as Appendix D, and a written request by the Tenant for the Issuer to execute such Election which request contains a representation by the Tenant as to the accuracy of the information contained in the Election, the Issuer agrees that it will execute such Election and mail the same to the Tenant, by registered or certified mail, within 30 days of receipt of such request provided, however, the Issuer has no obligation to execute and return the Election if it has actual knowledge of any circumstances that would cause it to question the accuracy of reasonableness of the content of the election.

The Tenant will prepare and submit to the Secretary, the Secretary of the Treasury of the United States of America or the Internal Revenue Service of the United States of America (or any other governmental authority designated for such purpose), together with the applicable State authorities, on a timely basis, any and all requests for approval, reports, information returns and other certifications and information required:

- (a) to cause the Project to qualify for Historic Tax Credits; and
- (b) to document the Issuer's passing through the Historic Tax Credits to the Tenant.

From and after the date hereof until five years after the filing of the Election, the Issuer shall not (i) request or consent to a request to delist The Broadview Hotel located on the Land (the "Hotel") from the National Register of Historic Places or certified as noncontributing to the historic district in which it is located, as applicable, (ii) enter into any lease of the Hotel other than this Lease except as provided herein, or (iii) permit a disposition of the Land except as provided herein.

Except as expressly provided in this Article XXVII, the Tenant shall file its tax returns, shall execute and deliver such certifications, statements and other documents, and shall take such other action as may be necessary to effectuate the claim, and if necessary, the pass-through of the Historic Tax Credits relating to the Hotel to the Tenant in accordance with the provisions of Section 50(d) of the Code, Section 1.48-4 of the Treasury Regulations. Nothing herein shall be construed as a guaranty or representation of the Issuer with respect to the availability of the Historic Tax Credits or New Market Tax Credits or the accuracy or sufficiency of the procedures identified herein for obtaining the Historic Tax Credits or New Market Tax Credits. The Tenant indemnifies the Issuer for any liability, including attorney's fees, relating to representations to third-parties with respect to the Historic Tax Credits and the New Market Tax Credits which may apply to the Project and complies with the provisions of this Article.

ARTICLE XXVIII

MISCELLANEOUS

Section 28.01. Amendments. This Lease may be amended, changed or modified by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by the Owners of all of the Outstanding Bonds

Section 28.02. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of beneficial easements with respect to any property included in the Project, free from any rights of the Issuer or the Bondowners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Bondowners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the right of the Bondowners and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or

under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease because of Default of the Tenant, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.03. Security Interests. The Issuer and the Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) reasonably requested in writing by a Bondowner as necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant shall file or cause to be filed all such original instruments and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in certain of its rights under this Lease to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.04. Ongoing, Special Conditions. The Tenant acknowledges that the consideration to the Issuer for entering into this Lease and related documents, and for issuing the Bonds, includes, in addition to performance of the requirements and obligations hereinabove set forth, the Tenant's (or, alternatively, the Subtenant's) performance of certain ongoing requirements of the Issuer, as follows:

(a) The Tenant agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and its use or occupancy of the Project. The Tenant agrees to comply with all application provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the Issuer presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity.

(b) The Tenant agrees that, during the Term of this Lease, it will continuously maintain the average wage paid to employees at a level (i) equal to or greater than the average wage paid by the businesses in the Wichita Metropolitan Statistical Area with its NAICS classification; or (ii) alternatively, greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Section 336.

(c) The Tenant agrees that, during the Term of this Lease, it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with

the Issuer, and the Tenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the Issuer.

(d) The Tenant agrees that, during the Term of this Lease, in addition to performing the Tenant's obligations to pay Impositions relating to the Project or its interest therein pursuant to Article VII hereof, the Tenant will (subject to any lawful right to contest the same) timely pay all other ad valorem property taxes levied against the Tenant's real or personal property in Sedgwick County, Kansas.

(e) The Tenant agrees that it will complete its capital investment in the Project of an amount necessary to convert the Project to a hotel that is substantially equivalent to the standard for other Drury Plaza Hotels, which investment shall not be less than \$15,000,000.

(f) The Tenant agrees that, during the term of this Lease, it will comply with all applicable governmental laws, rules and regulations.

(g) The Tenant agrees that, during the Term of this Lease, that subject to its reasonable confidentiality policies, it will cooperate with any reasonable and lawful annual compliance audit procedure(s) the Issuer may adopt to monitor compliance with conditions, including any annual reports required of the Tenant and any inspection of the Tenant's premises or interviews with the Tenant's staff.

The Tenant acknowledges that in the event of the Tenant's noncompliance with any of its obligations or agreements in this Section, and after notice and a reasonable cure period has expired, the Issuer will not have received the social and economic development benefits expected in connection with its entry into this Lease and related documents and its issuance of the Bonds, and the resulting loss to the Issuer will be difficult to measure. In such event, the Tenant shall be required to pay to the Issuer, as liquidated damages, an amount equal to the amount of ad valorem property taxes which the Tenant would have been required to pay for but for the provisions of Section 7.05 of this Lease, commencing in the year the City provided notice of noncompliance and for each year thereafter in which the noncompliance continues, which payment shall be treated and administered by the Issuer as a payment in lieu of taxes. No delay or omission by the Issuer to enforce its right to the payment of liquidated damages as provided herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right. The parties agree that any breach by the Tenant of obligations and agreements arising solely under this Section shall not constitute an Event of Default under this Lease.

Section 28.05. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture, including, but not limited to, the direction that if a conflict occurs between this Lease and the Letter of Intent, the terms and provisions of this Lease shall control. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.06. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.07. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.08. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.09. Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

(SEAL)

ATTEST:

By _____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2008, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

(Seal)

Notary Public
Typed or printed name: _____

My Appointment Expires: _____

IN WITNESS WHEREOF, the Tenant has caused this Lease to be signed by an authorized officer, such signature to be attested by an authorized officer, and its corporate seal (if any) to be applied, as of the date first above written.

DSW BROADVIEW, LLC,
a Missouri limited liability company

By Drury Southwest, Inc.,
a Missouri corporation, manager and sole
owner

By _____
Dennis J. Vollink, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2008, by Dennis J. Vollink, President of Drury Southwest, Inc., a Missouri corporation, as manager and sole owner of DSW Broadview, LLC, a Missouri limited liability company, who is personally known to me to be such President, and who is personally known to me to be the same person who executed, as such President, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

(Seal)

Notary Public
Typed or printed name: _____

My Appointment Expires:_____

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS

CITY OF WICHITA, KANSAS
Project Fund
(DSW BROADVIEW, LLC)
Payment Order No. ____

Commerce Bank, N.A.
922 Walnut, 10th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

You are hereby authorized and directed by the undersigned, the Authorized Tenant Representative, acting on behalf of DSW Broadview, LLC (the "Tenant") to disburse funds held by you as Trustee in the above-mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Lease dated as of October 1, 2008, by and between the city of Wichita, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Section 6.01 of the Lease are in full force and effect.

Dated: _____, 20__.

Authorized Tenant Representative.

EXHIBIT A

PAYMENT ORDER NO. _____

**PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose or Nature of Payment	Amount
-------------------	--------------------------	---	---------------

Initials

EXHIBIT B

PAYMENT ORDER NO.

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Description of Equipment (include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	Amount
-------------------	---	---------------

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for DSW Broadview, LLC (the “Tenant”), as tenant under a certain Lease dated as of October 1, 2008, between the City of Wichita, Kansas (the “Issuer”), and the Tenant, and as beneficiary of the Issuer’s Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series V, 2008 Bonds”); Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VI, 2008 Bonds”); and Industrial Revenue Bonds, Series VII, 2008, (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VII, 2008 Bonds”); in the aggregate principal amount of not to exceed \$25,000,000 (collectively, the “Bonds”), issued pursuant to a certain Trust Indenture dated as of October 1, 2008 (the “Indenture”), hereby certifies:

1. To the best of my knowledge, the Improvements (as defined in the Indenture) have been completed in accordance with the plans and specifications prepared at Tenant’s direction.

2. To the best of my knowledge, the Improvements have been completed in a good and workmanlike manner.

3. There are no mechanic’s, materialmen’s liens or other statutory liens on file encumbering title to the Land as defined in the Indenture); within the past four months no such labor or materials have been furnished which have not been paid for; and, to the best of my knowledge, all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic’s materialmen’s or other statutory lien against the Land have been paid in full.

4. All Improvements are located or installed upon the Land.

5. To the best of my knowledge, all material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Principal and Interest Payment Account being held by the Trustee under the Indenture as required by Section 5.04 of the Indenture, to be applied as provided therein.

Authorized Tenant Representative

Subscribed and sworn to or affirmed before me, a notary public, this ____ __, 20__.

My Appointment Expires:

APPENDIX C

GLOSSARY OF WORDS AND TERMS

Abandonment” means the voluntary relinquishment of all right, title, claim and possession, with the intention of terminating the leasehold interest in the Project, but without vesting it in any other person or entity and with the intention of not reclaiming future possession or resuming leasehold possession and enjoyment. The mere nonuse of the Project, lapse of time without claiming or using the Project or the temporary absence of the Tenant including, but not limited to, nonuse due to condemnation, damage or destruction of the Project, unaccompanied by any other evidence showing intention to abandon shall not, in and of itself, constitute abandonment.

“Additional Rent” means all fees, charges, costs and expenses of the Trustee (including reasonable attorney’s fees) payable under the Indenture including, but not limited to, any fees or expenses in connection with the preparation and filing of instruments or documents pursuant to Section 10.13 of the Indenture, all Impositions, all Default Administration Costs (as defined in the Indenture), all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney’s fees) incurred by the Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

“Additional Term” shall mean that term commencing on the day following the last day of the Basic Term and terminating five years thereafter.

“Administrative Service Fee Agreement” means the Administrative Service Fee Agreements between the Issuer and the Tenant executed in connection with the issuance of the Bonds.

“Affiliate” means, if with respect to an entity, (a) any manager, member, officer or director thereof and any person or entity who or which is, directly or indirectly, the beneficial owner of more than 10% of any class of shares or other equity security or (b) any Controlled Entity. With respect to a partnership or venture, “Affiliate” shall include, without limitation, any (i) general partner, (ii) general partner of a general partner, or (iii) partnership with a common general partner, and if any general partner is a corporation, any person or entity which is an “Affiliate” (as defined above) of such corporation. With respect to a limited liability company, “Affiliate” shall include, without limitation, any member.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“*Basic Rent*” means the amount which, when added to Basic Rent Credits, will be sufficient to pay, on the next Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds (as defined in the Indenture) which is due and payable on such Payment Date.

“*Basic Rent Credits*” means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Payment Date.

“*Basic Rent Payment Date*” means November 1, 2008, and the first day of each month thereafter until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

“*Basic Term*” means that term commencing as of the date of this Lease and ending on November 1, 2048, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

“*Bond*” or “*Bonds*” means the Series V, 2008 Bonds, the Series VI, 2008 Bonds and the Series VII, 2008 Bonds.

“*CERCLA*” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

“*Certificate of Completion*” means a written certificate signed by the Authorized Tenant Representative stating that (a) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (b) the Improvements have been completed in a good and workmanlike manner; (c) no mechanic’s or materialmen’s liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (d) all Improvements constituting a part of the project are located or installed upon the Land; and (e) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as Appendix B.

“*Controlled Entity*” means any entity for which the Tenant or an Affiliate has the power to manage or direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and for which the Issuer and the Trustee have received, to their reasonable satisfaction, evidence or further assurance that such entity is a Controlled Entity.

“*Default*” means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

“*Environmental Assessment*” means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other

tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

“Environmental Law” means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

“Event of Bankruptcy” means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; (iii) make an assignment for the benefit of creditors; (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

“Event of Default” means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder;

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Tenant’s part to be observed or performed, and the same is not remedied within 60 days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default, provided that (i) Tenant has commenced such correction within said 60-day period, and (ii) Tenant diligently prosecutes such correction to completion);

(c) An Event of Bankruptcy;

(d) Abandonment of the Project by the Tenant; or

(e) Any representation of the Tenant in Section 1.02 of this Lease is determined to have been false in a material respect on the date such representation was made.

“Full Insurable Value” means full actual replacement cost less physical depreciation.

“Hazardous Substances” shall mean “hazardous substances” as defined in CERCLA.

“Impositions” means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant’s interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer’s title to the Project.

“Indenture” means the Trust Indenture delivered concurrently with this Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of the Indenture.

“Lease” means this Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof and of the Indenture.

“Letter of Credit” means an irrevocable sight draft letter of credit delivered to the Trustee from an institution reasonably approved by the City Manager on behalf of the Issuer in an amount equal to the Maximum Monthly Draw, which letter of credit (i) shall be available for draw by the Trustee, as beneficiary thereof or its assigns, (ii) as originally issued, extended or substituted does not terminate until the Certificate of Completion is filed with the Trustee in accordance with this Lease and earlier than three months after the date that the last disbursement from the Project Fund was made by the Trustee for the payment the costs for the repair, improvement or construction of the Project, (iii) provides for at least 60 days prior notice to the Trustee and the Issuer of nonrenewal, (iv) provides that the Trustee shall be entitled to draw upon it in full (A) if the Trustee has not received (a) notice of renewal under the terms of the Letter of Credit or (b) a replacement letter of credit containing terms substantially the same as the terms of the Letter of Credit and satisfactory to the Trustee and (B) the Letter of Credit will expire by its terms within 30 days, and (v) provides that the Trustee shall be entitled to draw upon it to pay for any amounts required to discharge liens against the Project.

“Maximum Monthly Draw” means an amount estimated by the Tenant and approved by the City Manager on behalf of the Issuer, which approval shall not be unreasonably withheld, equal to the estimated maximum monthly draw on the Project Fund for the repair, improvement and construction of the Project.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment or all expenses (including the Tenant’s attorneys’ fees and any extraordinary expenses of the Trustee occasioned by such casualty or condemnation) incurred in the collection of such proceeds.

The term *“Notice Address”* shall mean:

With respect to the Tenant: DSW Broadview, LLC
101 S. Farrar Drive

P.O. Box 1214
Cape Girardeau, MO 63702
Attention: Carolyn F. Bohnert, Vice President

With respect to the Issuer: City of Wichita, Kansas
City Hall – 455 North Main
Wichita, KS 67202
Attention: City Clerk

With respect to the Trustee: Commerce Bank, N.A.
922 Walnut, 10th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

“*Project Contracts*” means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

“*SARA*” means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

“*Series V, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*Series VI, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*Series VII, 2008 Bonds*” means the City of Wichita, Kansas Industrial Revenue Bonds, Series VII, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law).

“*Term*” means, collectively, the Basic Term and any Additional Term of the Lease.

“*Walkway*” means the elevated walkway to be constructed connection the garage and the hotel portion of the Project as described in Article XII

APPENDIX D

FORM OF PASS-THROUGH ELECTION

PASS-THROUGH ELECTION

This Pass-Through Election is made by the City of Wichita, Kansas, a corporate body politic and political subdivision of the State of Kansas (“Lessor”), and DSW Broadview, LLC, a Missouri limited liability company (“Lessee”), with respect to a building located in Wichita, Kansas and commonly known as The Broadview Hotel (the “Building”), in accordance with the provisions of Section 1.48-4(f) of the Treasury Department Treasury Regulations:

(i) LESSOR

NAME: City of Wichita, Kansas
ADDRESS: City Hall, 455 N. Main
Wichita, KS 67202-1667
Attn:
Facsimile: 316-858-7743

TAXPAYER #:

LESSEE

NAME: DSW Broadview, LLC
ADDRESS: 101 S. Farrar Dr.
Cape Girardeau, MO 63701
Attn: Carolyn F. Bohnert, Vice President
Facsimile:

TAXPAYER #:

(ii) DISTRICT DIRECTOR’S OFFICE WHERE LESSOR’S TAX RETURNS ARE FILED:

DISTRICT DIRECTOR’S OFFICE WHERE
LESSEE’S TAX RETURNS ARE FILED:

(iii) PROPERTY WITH RESPECT TO WHICH ELECTION IS MADE:

The historic building known as The Broadview Hotel, located in Sedgwick County,
Wichita, Kansas.

**(iv) DATE ON WHICH POSSESSION OF THE PROPERTY WAS TRANSFERRED TO
LESSEE: _____, 2008**

- (v) ESTIMATED USEFUL LIFE OF THE PROPERTY IN THE HANDS OF THE LESSOR:
- (vi) AMOUNT FOR WHICH LESSEE IS TREATED AS HAVING ACQUIRED THE PROPERTY UNDER PARAGRAPH (c)(2) or (c)(3) OF TREASURY REGULATIONS SECTION 1.48-4:
- (vii) INFORMATION TO BE PROVIDED IF THE LESSOR IS ITSELF A LESSEE: N/A

Lessor Reliance on Other Parties. The information herein concerning the address and TIN of Lessee, the filing location for Lessee's returns, the estimated useful life of the property in the hands of the Lessor and the amount for which Lessee is treated as having acquired the property under paragraph (c)(2) or (c)(3) of Treasury Regulations 1.48-4 are based in whole or in part upon representations and certifications of the Lessee. Although the Lessor has made no independent investigation of such representations and certifications, the Lessor is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of the same.

This election is hereby made by Lessor and filed with Lessee this ____ day of _____, 20__.

LESSOR:

CITY OF WICHITA, KANSAS
a corporate body politic and political
subdivision of the State of Kansas

By: _____
Name: _____
Title: _____

Consent to the foregoing information is hereby given by Lessee as of this ____ day of _____, 20__.

DSW BROADVIEW, LLC,
a Missouri limited liability company

By: Drury Southwest, Inc., Its Manager and Sole
Member

By: _____
Carolyn F. Bohnert, Sr. Vice President

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property acquired by the City of Wichita, Kansas (the “Issuer”) in connection with the issuance by the Issuer of its Industrial Revenue Bonds, Series V, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series V, 2008 Bonds”); Industrial Revenue Bonds, Series VI, 2008 (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VI, 2008 Bonds”); and Industrial Revenue Bonds, Series VII, 2008, (DSW Broadview, LLC) (Taxable Under Federal Law) (the “Series VII, 2008 Bonds”); in the aggregate principal amount of not to exceed \$25,000,000 (collectively, the “Bonds”):

- (a) The following described real estate in Sedgwick County, Kansas:

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00’00” E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39’27” W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15’40” W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26’35” E, along said East Bank, a distance of 223.57 feet; thence S 26°45’11” E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54’22” E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54’33” E, along said north line, a distance of 43.57 feet; thence N 67°22’33” E, a distance of 155.60 feet to the Point of Beginning.

said real property constituting the “Land” as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Bonds (the “Indenture” and the “Lease”), subject to the encumbrances listed as exceptions in Schedule B of that certain commitment for title insurance no. _____ issued by First American Title Insurance Company of Kansas and any restriction or encumbrance impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling (“Permitted Encumbrances”).

- (b) All buildings, building additions, improvements, machinery and equipment now or in the future constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer’s Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the “Project” as referred to in the Indenture and the Lease.

OPTION TO PURCHASE REAL ESTATE AGREEMENT

BETWEEN

CITY OF WICHITA, KANSAS

AND

DSW BROADVIEW, LLC

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT ("Option Agreement") is made and entered into this 7th day of October, 2008 (the "Effective Date"), by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City" or "Seller"), and DSW Broadview, LLC, a Missouri limited liability company ("DSW" or "Buyer").

Option to Purchase

1. In consideration of the sum of \$100.00 paid to Seller (the "Option Payment"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants to Buyer the exclusive right to purchase (the "Option"), upon the terms and conditions hereinafter set forth, the approximately 1.13 acre tract of land located at 132 N. Waco, in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, together with all and singular, any interest of Seller in any strips or gores adjoining the land, in any easements benefiting the land, and in any easements, rights of way, highway or street, open or proposed, located on, in front of, abutting or adjoining the land, together with all improvements, buildings, fixtures and equipment thereon (the "Property"). Buyer shall have the right to assign the Option with Seller's prior written consent, in Seller's absolute discretion; provided, however, that Seller's consent shall not be required if the Option is assigned to an affiliate of DSW. In the event the Option is properly exercised and closing occurs, the Option Payment shall be applied against the Purchase Price (as hereinafter defined). In the event the Option is not exercised or closing does not occur through no fault of Seller, the Option Payment shall be retained by Seller.

2. The purchase price of the Property is Eight Hundred Thousand Dollars and 00/100 (\$800,000.00) (the "Purchase Price"), the total sum due to be paid to Seller in cash upon delivery of the Special Warranty Deed (as hereinafter defined) conveying the Property to Buyer or to its assignee, and subject to all closing prorations pursuant to this Option Agreement.

3. Buyer may exercise the Option at any time beginning on the earlier of (i) the fifth anniversary of the Effective Date of this Option Agreement or (ii) the first calendar date of the first calendar year in which the City received notice of adverse decision concerning assessment of property tax on the Property, and expiring on the expiration date of the Parking Garage Management Contract, concurrently executed by the parties with this Option Agreement ("Garage Contract") (such time period being referred to herein as the "Term").

Right of First Offer

4. If, at any time during the Term of this Option Agreement, all or any portion of the Property (the "ROFO Property") is or will become available for purchase by third parties, and in the event the City desires to sell the ROFO Property to third parties, City shall, prior to offering to sell the ROFO Property to any third party, notify DSW of the terms and conditions upon which the ROFO Property will be sold (the "ROFO Notice"). DSW shall have a one-time right of first offer to purchase the ROFO Property ("Right of First Offer") on the same terms and conditions upon which the City desires to sell the ROFO Property, except that DSW shall pay the Purchase Price for the ROFO Property.

5. In order to exercise the Right of First Offer, DSW shall give written notice to the City, within fifteen (15) days after receipt of the ROFO Notice, that it elects to exercise its Right of First Offer. If DSW duly exercises the Right of First Offer, DSW shall be obligated to purchase the Property on the same terms and conditions as stated in the ROFO Notice, except that DSW shall pay the Purchase Price for the Property. If the Right of First Offer is not so exercised, DSW will be deemed to have waived its right to exercise its Right of First Offer and the City shall be permitted to sell the Property to any third party on the same terms and conditions as stated in the ROFO Notice. In the event any material changes shall be made to the terms and conditions contained in the ROFO Notice, the City must first resubmit a revised offer to DSW prior to the revised Right of First Offer being exercised by a third party. In the event the sale of the ROFO Property fails to close with such third party, then DSW's Right of First Offer shall be reinstated. Upon consummation of the sale of the ROFO Property to a third party, both the Right of First Offer and the Garage Contract shall automatically terminate.

Memorandum of Rights

6. The City and DSW will cooperate to memorialize this Option Agreement in an instrument to be filed in the real estate records of Sedgwick County, Kansas.

Proceeds of Sale

7. If DSW acquires the Property by exercise of either the Option to Purchase or the Right of First Offer, DSW will not use revenue bonds issued pursuant to K.S.A. 12-1740 *et seq.*, to purchase the Property.

Title Commitment and Survey

8. Upon Buyer's exercise of the Option or Right of First Offer, Buyer shall order, at Buyer's expense, a current title commitment for an ALTA Extended Coverage Owner's Title Insurance Policy issued through a title company (the "Title Company") setting forth the state of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property, together with true, correct and legible copies of all instruments listed as exceptions therein. In the event any exceptions appear in such title commitment that are unacceptable to Buyer, Buyer shall, within twenty (20) days after receipt of such commitment, notify Seller in writing of such objection(s) (the "Title Objections"). Seller shall undertake to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Buyer within fifteen (15) days of receiving the Title Objections. In the event Seller is unable or unwilling to do so, Buyer may terminate the exercise of the Option or Right of First Offer by delivering written notice to Seller prior to Closing (as hereinafter defined), or may accept such title as Seller can deliver. In the event Seller is unable to convey title to the Property in accordance with Paragraph 17(a) below and Buyer elects to terminate the exercise of the Option, the Option Payment shall be returned to Buyer and thereafter Seller and Buyer shall have no further obligations or liabilities to one another as to the Property. In the event Buyer does not give notice to Seller of Buyer's Title Objections within the time provided herein, all title exceptions shall be deemed to have been satisfied or waived by Buyer.

9. Upon exercise of the Option or the Right of First Offer, Buyer shall obtain a current boundary line survey of the Property certified to ALTA requirements, to be prepared at
Option to Purchase - Garage

Buyer's cost and expense by a duly licensed Kansas land surveyor (the "Survey"). The Survey shall show the location of all improvements, set-back lines, utility lines, highways, streets, roads (proposed or otherwise), easements, rights-of-way on or adjacent to the Property, railroads, rivers, creeks or other waterways, fences, and shall set forth the total acreage. The Survey shall also contain the surveyor's certification that (i) there are no encroachments or protrusions on the Property, (ii) the Property has access to and from an adjacent public road, (iii) none of the Property is situated within the 100 year Flood Plain as shown on the current Federal Emergency Management Agency map, and (iv) the Survey is true and correct. In the event the metes and bounds description of the Property as reflected in the Survey differs from the description provided on Exhibit A attached hereto, the Special Warranty Deed to be delivered by Seller to Buyer shall follow the metes and bounds description of the Property reflected in the Survey. The Survey shall also show the location and size of the water lines, sanitary sewer lines and utility lines which service the Property.

Closing

10. Closing shall take place no later than sixty (60) days after DSW's exercise of the Option or Right of First Offer ("Closing"). At Closing, Seller shall convey to Buyer or Buyer's approved assignee by Special Warranty Deed (the "Special Warranty Deed") good and indefeasible title to the Property in fee simple, free and clear of any and all liens and encumbrances except: (a) general real estate taxes for the year of closing and subsequent years not yet due and payable, if any, (b) such other liens, encumbrances, easements and restrictions as are approved by Buyer, and (c) a restriction against the Property being used for the purpose of housing any multigame, casino-style gambling. Possession of the Property shall be delivered to Buyer at Closing.

11. At Closing, Seller shall pay (a) recording fees for all releases of liens or encumbrances arising by or under Seller (b) one-half (1/2) of the closing fees charged by the Title Company, and (c) all of Seller's attorney's fees. At Closing, Buyer shall pay (a) the cost of the Survey, (b) recording fees for the Special Warranty Deed, (c) the premiums and search fees for Buyer's title insurance policy (including endorsements thereto), (d) one-half (1/2) of the closing fees charged by the Title Company, and (e) all of Buyer's attorney's fees.

12. At Closing, all real estate and ad valorem taxes, assessments, charges and other similar matters levied against the Property for or during the calendar year of Closing shall be prorated between Seller and Buyer based upon the respective period of time Seller and Buyer owned the Property during the calendar year of Closing. A subsequent adjustment to such items shall be made when the rate and assessed values for the calendar year of Closing are fixed. The obligations of Buyer and Seller set forth in this Section 12 shall survive Closing.

13. The Special Warranty Deed shall be delivered and the transactions contemplated herein closed at a mutually acceptable time and place within the time period set forth herein, provided that if title is not acceptable at that time, the date of Closing shall be extended and the transactions contemplated herein shall be closed within five (5) days after title is accepted by Buyer.

Right of Inspection

14. From the Effective Date of this Option Agreement, and continuing to the date of Closing or earlier termination of this Option Agreement, Buyer and its authorized representatives

Option to Purchase - Garage

and professional consultants shall have the right and permission at all reasonable times and from time to time to enter upon the Property, at Buyer's sole cost and expense, to investigate all aspects of the Property as Buyer may desire, including, without limitation, making all soil, drainage, traffic, environmental, topographical and other tests desired by Buyer and to otherwise evaluate the suitability of the Property for Buyer's needs. If Buyer's inspections or investigations cause any damage to the Property, Buyer shall restore or cause to be restored the surface of the Property or any improvements located thereon to as near the condition thereof existing prior to any entry by Buyer. Buyer shall indemnify and hold harmless Seller from and against any mechanic's liens or claims that may be filed or asserted against the Property or Seller by the contractors, subcontractors or materialmen performing such work for Buyer, or from any property damage caused to the Property by Buyer or its agents or representatives as a result of Buyer's, or Buyer's agents' or representatives', inspection of the Property.

Delivery of Inspection Documents

15. Within ten (10) days after the Effective Date, Seller shall deliver or make available to Buyer, at Seller's expense, true and complete copies of all documents pertaining to the Property reasonably available to or in Seller's possession, including, without limitation, the following: current operating agreement(s) or lease(s); the most recent real estate and property tax bills and notices of assessed valuation; environmental notices, studies, certificates, reports, and soils reports; tax bills, receipts, notices of appraised value, notice of protest or other contested proceedings; flood plain and drainage information; zoning, restrictive covenants and architectural guidelines; title examinations, surveys, engineering studies, and utility commitments; and all other documents material to the condition, maintenance or operation of the Property.

Notice

16. Buyer's exercise of the Option or Right of First Offer, as well as any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (a) when personally delivered, (b) when deposited in the U.S. mail, sent by certified mail return receipt requested, (c) when sent by overnight courier, or (d) when sent by telefax with a confirmed receipt, but in all cases addressed to the parties as follows:

If to DSW: Drury Southwest, Inc.
101 S. Farrar Dr.
Cape Girardeau, MO 63701
Phone: 573 335-3134
FAX: 573-335-5125
Attn: Carolyn F. Bohnert

If to City: City of Wichita
City Hall, 13th Floor
455 N. Main
Wichita, KS 67202-1667
Phone: 316-268-4681
FAX: 316-268-4335
Attn: City Attorney

Deliveries at or Before Closing

17. The City shall deliver to Buyer (or to the Title Company, as necessary) at or before Closing:

- (a) Duly executed Special Warranty Deed in a form substantially similar to that attached hereto as Exhibit B;
- (b) Executed Owner's Affidavit in a form substantially similar to the form attached hereto as Exhibit C;
- (c) Such other and further documents as may be required by the Title Company.

18. Buyer shall deliver to the City (or to the Title Company, as necessary) at or before Closing:

- (a) The Purchase Price as provided in Section 2;
- (b) Certificate of Good Standing or other similar document evidencing that DSW is a duly incorporated entity and is authorized to do business in Kansas;
- (c) Evidence that the person(s) acting on behalf of DSW are authorized to do so; and
- (d) Such other and further documents as may be required by the Title Company.

Miscellaneous Provisions

19. The City shall not enter into any lease of the Property, or any portion thereof, for a term which exceeds six (6) months without the prior written consent of DSW.

20. Time is of the essence in the performance of this Option Agreement, and both parties agree to diligently proceed with their respective obligations upon Buyer's exercise of the Option or Right of First Offer.

21. If Closing occurs, Buyer agrees to impose upon the Property at Closing in a manner acceptable to the Seller, a deed restriction in recordable form providing that so long as the Property is used as a parking garage, the parking garage shall be open to the public at all reasonable times, consistent with the terms of the Garage Contract. The City shall have all legal rights to enforce such deed restriction.

22. This Option Agreement shall be binding upon, and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

23. Seller and Buyer each agree to utilize their respective best efforts to perform all acts and satisfy all conditions contemplated by this Option Agreement.

24. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Option Agreement that may arise. This Option Agreement shall be governed by and construed under the laws of the State of Kansas. Any action or suit arising under or in connection with this Option Agreement shall be brought only in the state and county where the Property is located, without regard to its conflicts of laws provisions.

25. The parties represent and warrant to each other that no commissions are owing, or claimed, for the sale of the Property pursuant to this Option Agreement. Each party agrees to indemnify the other against any claim for broker commission arising through or under each such party.

IN WITNESS WHEREOF, this Option Agreement has been executed by the parties effective as of the date set forth above.

CITY:

THE CITY OF WICHITA:

Date of execution

By: _____

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form

Gary Rebenstorf, City Attorney

DSW BROADVIEW, LLC

By: DRURY SOUTHWEST, INC., Its Manager and
Sole Member

Date of execution:

By: Dennis J. Vollink, Its President

EXHIBIT A

Legal Description of Parking Garage Property:

Beginning at the Northwest corner of Engstrom Second Addition to Wichita, Kansas, thence N 00°00'00" E along the West line of said Addition, said line also being the East of Waco Avenue, a distance of 264.30 feet; thence N 45°20'52" E, along the South Right-of-Way line of the former Missouri Pacific Railroad Right-of-Way, a distance of 81.98 feet; thence N 89°46'54" E, a distance of 99.88 feet; thence S 00°38'11" W, a distance of 152.52 feet; thence N 89°53'39" E, a distance of 1.65; thence S 00°00'05" E, along the West line of Civic Center Place, a distance of 169.48 feet to the Northeast corner of said Addition; thence S 89°53'39" W along the North line of said Addition, a distance of 158.15 feet to the Point of Beginning.

EXHIBIT B

Special Warranty Deed

This Indenture, made this ____ day of _____, 20__, by and between the CITY OF WICHITA, KANSAS, a municipal corporation of Sedgwick County, in the State of Kansas, party of the first part ("Grantor") and DSW Broadview, LLC, a Missouri limited liability company, party of the second part ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of _____ DOLLARS to it duly paid, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the Grantee, its successors and assigns, with special warranty covenant, all the party of the first part's interest in the real property, situated in the County of Sedgwick, State of Kansas, described as follows:

Beginning at the Northwest corner of Engstrom Second Addition to Wichita, Kansas, thence N 00°00'00" E along the West line of said Addition, said line also being the East of Waco Avenue, a distance of 264.30 feet; thence N 45°20'52" E, along the South Right-of-Way line of the former Missouri Pacific Railroad Right-of-Way, a distance of 81.98 feet; thence N 89°46'54" E, a distance of 99.88 feet; thence S 00°38'11" W, a distance of 152.52 feet; thence N 89°53'39" E, a distance of 1.65; thence S 00°00'05" E, along the West line of Civic Center Place, a distance of 169.48 feet to the Northeast corner of said Addition; thence S 89°53'39" W along the North line of said Addition, a distance of 158.15 feet to the Point of Beginning.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and the restriction that no existing building nor any building which is constructed or placed upon the property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino-style gambling on the premises.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenaments, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor, for itself, its successors and assigns, does hereby covenant, promise and agreed to and with Grantee, that it will warrant and forever defend the same unto Grantee, its successors and assigns, against said Grantor, its successors, and all and every person or persons whomsoever

lawfully claiming or to claim the same, or any part thereof, by, through or under said Grantor and its successors.

IN WITNESS WHEREOF, GRANTOR HAS hereunto set its hand and seal the day and year first above written.

CITY OF WICHITA, STATE OF KANSAS

BY: _____
_____, Mayor

ATTEST:

_____, City Clerk (Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Mayor of the City of Wichita, Kansas, and _____, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Director of Law and
City Attorney

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description of Parking Garage Property:

Beginning at the Northwest corner of Engstrom Second Addition to Wichita, Kansas, thence N 00°00'00" E along the West line of said Addition, said line also being the East of Waco Avenue, a distance of 264.30 feet; thence N 45°20'52" E, along the South Right-of-Way line of the former Missouri Pacific Railroad Right-of-Way, a distance of 81.98 feet; thence N 89°46'54" E, a distance of 99.88 feet; thence S 00°38'11" W, a distance of 152.52 feet; thence N 89°53'39" E, a distance of 1.65; thence S 00°00'05" E, along the West line of Civic Center Place, a distance of 169.48 feet to the Northeast corner of said Addition; thence S 89°53'39" W along the North line of said Addition, a distance of 158.15 feet to the Point of Beginning.

EXHIBIT C

OWNER'S AFFIDAVIT

ON THIS __ DAY OF _____, 2008, before me personally appeared the undersigned, who being duly sworn according to the law and intending to be legally bound, deposes and says:

1. That the statements contained in this affidavit are true to the best of the undersigned's knowledge, information and belief, and that Affiant is authorized to make the within representations on behalf of the City of Wichita, Kansas ("Owner").

2. That there are no purchase money obligations or other financing not already disclosed to the Buyer.

3. a) That there are no leases or parties in possession other than Affiant except as follows: NONE

b) That there are no options, first rights of refusal, or contracts to sell the land except as follows: NONE, except those recorded in the real estate records and disclosed to Buyer.

4. That the Affiant knows of no unrecorded claims against the property, nor any set of facts by reason of which title to the property might be disputed or questioned, and the Owner has/have been in peaceable and undisputed possession of the premises since title was acquired.

5. That, to the best of the undersigned's knowledge, there have not been any construction, repairs, alterations or improvements made, ordered or contracted to be made on or to the premises by the City, nor materials ordered therefor within the last 6 months by the City which have not been paid for; nor are there any fixtures attached to the premises by the City which have not been paid for in full; there are no outstanding or disputed claims for any such work or item; and that there have not been any improvements erected upon the property during the current year subject to any taxes for the current year which may hereafter be assessed or levied by virtue of new construction completed or partially completed during the current year.

6. That to the best of the undersigned's knowledge that there has been no violation of covenants, conditions or restrictions of record affecting the premises and that there are no disputes with any adjoining property owners as to the location of property lines, or the encroachment of any improvements.

7. That the present transaction is not made for the purposes of hindering, delaying or defrauding any creditors of the Owner(s) and does not come within the provisions of the Bankruptcy or Insolvency Acts.

8. That all taxes currently owing on the property, if any, are either paid or due but not yet delinquent. There are no delinquent taxes or tax liens on the property.

This affidavit is made for the purposes of aiding _____ Title Company (the "Company") and/or _____ Title Guaranty Company in determining the insurability of title to the property, and to induce said Company to issue its policy or policies of title insurance

and the affiant confirms the foregoing statements are true and correct to the best of its knowledge and belief.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed to be effective as of the date first written above.

THE CITY OF WICHITA:

Date of execution

By: _____
_____, Mayor

Attest:

_____, City Clerk

PARKING GARAGE MANAGEMENT AGREEMENT

BETWEEN

CITY OF WICHITA, KANSAS

AND

DSW BROADVIEW, LLC

PARKING GARAGE MANAGEMENT AGREEMENT

THIS PARKING GARAGE MANAGEMENT AGREEMENT (this "Agreement") is made as of the 9th day of October, 2008 (the "Effective Date"), by and between the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City"), and DSW Broadview, LLC, a Missouri limited liability company ("DSW").

Recitals

A. DSW will be the master tenant and operator of that certain real and personal property located at 400 West Douglas Street, Wichita, Kansas 67202, commonly known as The Broadview Hotel ("Hotel"), as of the Effective Date;

B. The City owns a multi-level parking structure located on the east side of Waco Street (the "Parking Garage") located on a certain tract of real estate having an address of 132 North Waco Street, Wichita (the "Parking Garage Land"), and more particularly described on Exhibit A attached hereto and incorporated herein by reference;

C. In connection with the purchase of the Hotel, the Parties entered into that certain letter of intent dated August 19, 2008 ("Letter of Intent"), attached hereto as Exhibit B, whereby the parties, among other things, agreed to enter into a management contract for the Parking Garage.

D. The Parties desire to enter into this Agreement to set forth provisions governing the management, operation and maintenance with respect to the Parking Garage.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state as follows:

Section 1

Definitions

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the following meaning:

"Agreement" means this Parking Garage Management Agreement.

"City Representative" means the City Manager or his/her designee.

"Hotel" means The Broadview Hotel located at 400 West Douglas Street, Wichita, Kansas 67202.

“Hotel Land” means the tracts or parcels of land upon which the Hotel is located.

“Letter of Intent” means that that certain letter of intent entered into by the Parties, dated August 19, 2008 (“Letter of Intent”), attached hereto as Exhibit B.

“Manager” means DSW as manager of the Parking Garage, pursuant to this Agreement.

“Net Cash Flow” means, with respect to any calendar year, Parking Garage Gross Revenues less Parking Garage Expenses.

“Parking Garage” means the parking garage located at 132 North Waco Street, Wichita, Kansas.

“Parking Garage Expenses” means all expenses reasonably incurred in the operation and maintenance of the Parking Garage including, without limitation:

- salaries and employee expenses and taxes (including reasonable wages, bonuses and other compensation of all employees performing services for the Parking Garage under this Agreement and employee benefits including, but not limited to, life, medical and disability insurance and retirement benefits);
- expenditures for ordinary and nonstructural repairs and maintenance necessary to maintain the Parking Garage;
- expenditures for equipment, supplies, utilities, insurance, governmental fees and assessments related to the operation of the Parking Garage;
- the cost of inventories and fixed asset supplies, license fees, franchise fees, and other fees;
- expenditures for advertising and marketing;
- federal, state and municipal excise, sales and use taxes, including any service charges or municipal or other taxes levied against parking fees;
- amounts paid into any capital, furniture, fixtures, equipment or other reserve;
- ad valorem taxes or taxes levied in lieu thereof;

- service charges paid to financial institutions on account of credit card, debit card or similar non-cash purchases by customers;
- the cost of insurance, including any share allocated to the Parking Garage under blanket insurance policies;
- rentals paid for furniture and equipment;
- audits performed by Manager as provided in Section 2.4;
- advances made by DSW for Parking Garage Expenses when Parking Garage Gross Revenues are not sufficient to pay the same; and
- accrued and unpaid Management Fees from prior years.

The following expenses shall be excluded from Parking Garage Expenses:

- (i) expenditures made from reserves for capital expenditures, furniture, fixtures or equipment; (ii) amortization expenses; (iii) depreciation expense; and (iv) amounts paid by subcontractees to DSW pursuant to Section 12 as a premium or fees for the right and license to manage the Parking Garage, all determined in accordance with generally accepted accounting principles;
- Manager's central office overhead or general or administrative expense.

"Parking Garage Gross Revenues" means all revenues, receipts and income of any kind derived directly or indirectly from or in connection with the Parking Garage whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) funds furnished by the Manager or the City, (ii) gratuities, (iii) federal, state and municipal excise, sales and use taxes collected directly from patrons and guests, and (iv) proceeds of insurance and condemnation.

"Parking Garage Land" means parcel(s) of land upon which the Parking Garage is located and described on Exhibit A.

"Parties" means the City and DSW and "Party" means either of the Parties.

1.2 Other Definitions. All other words and terms used in this Agreement shall have the meaning given in this Agreement or as defined in the Letter of Intent. If a term defined in

this Agreement conflicts with the definition in the Letter of Intent, then the definition as used in the Letter of Intent shall prevail.

Section 2

Operation of the Parking Garage

2.1 **Engagement.** The City hereby engages Manager, and Manager agrees, to manage the Parking Garage and Parking Garage Land pursuant to the terms of this Agreement.

2.2 **Parking Fees.** Manager shall have the option to charge Hotel guests, employees, vendors and agents a parking fee for parking in the Parking Garage. Non-Hotel guests will be charged a parking fee to park in the Parking Garage of an amount not less than the lowest rate charged by other similar downtown area City-owned parking lots, provided such parking fee is commercially reasonable.

2.3 **Management Fees.** Subject to making all payments due under Section 5.3 below, for services performed under this Agreement, Manager shall be paid a management fee (the “Management Fee”), paid annually from Net Cash Flow as follows:

Fifty percent (50%) of all Net Cash Flow shall be paid to Manager and the balance to the City. Manager shall be paid five percent (5%) of all Parking Garage Gross Revenue, which amount shall be paid out of Manager’s one half of Net Cash Flow. In the event fifty (50%) of all Net Cash Flow is an insufficient amount to pay five percent (5%) of Parking Garage Gross Revenues, then such unpaid amount shall accrue and be paid as a Parking Garage Expense until paid in full.

2.4 **Audit and Payment.** The Manager shall distribute the Management Fees which shall be paid annually, no later than May 30 each calendar year for the prior year. The Management Fees shall be accompanied by an annual audit of the operations of the Parking Garage for the previous year certified by the Chief Financial Officer (or comparable person) of DSW. The City shall also have the right to audit the books and records of the Parking Garage for any calendar year as part of the City’s audit process.

Manager shall include with the audit copies of records necessary (or reasonably requested by the City Representative) to permit the City Representative to determine the accuracy of the audit.

2.5 **Operating Expenses.** Manager shall pay all of the Parking Garage Expenses in a timely manner from the Parking Garage Gross Revenues, and if the Parking Garage Gross Revenues are not sufficient to do so, Manager shall pay all shortfalls from its own funds and be entitled to immediate reimbursement when funds from Parking Garage Gross Revenues become available.

2.6 **Open Parking Spaces.** All parking spaces in the Parking Garage, shall be, at

all times, open for use by the general public; provided that these spaces shall also be available to Hotel guests, patrons, and employees, but no more than 100 spaces shall be reserved or set aside as parking for Hotel guests and patrons, at any time.

2.7 Annual Plan. Manager shall submit a plan to the City Representative each year which shall set forth the Manager's proposed operations for the Parking Garage for the upcoming calendar year (the "Annual Plan"). The Annual Plan shall address all matters reasonably necessary to operate the Parking Garage, including, but not limited to, the following:

- (a) parking rates;
- (b) annual budget;
- (c) planned maintenance and repairs; and
- (d) the method of providing parking for Hotel guests, patrons, and employees, including charges for that parking.

The Annual Plan shall be submitted to the City Representative by December 15 of each calendar year and must be approved by the City Representative before implementation. Until the Annual Plan is approved by the City, Manager may continue to operate under the prior year's Annual Plan; provided if the Annual Plan is not approved by January 31, DSW may implement the new Annual Plan.

2.8 Standard of Operation. Manager shall keep the Parking Garage and Parking Garage Land clean, well lit, and secure, and operate the Parking Garage at a level of service and condition comparable to similar City-owned parking areas in the City of Wichita, Kansas.

2.9 Hours of Operation. Subject to the implementation of appropriate security measures, Manager will allow unimpeded and open access to and from the Parking Garage at all reasonable business hours, including special events at nearby venues.

2.10 Security. The City shall have no responsibility to provide for, or monitor, the safety of anyone using the Parking Garage. Manager shall assume all such responsibility, including agreeing to provide appropriate security for the Parking Garage and Parking Garage Land consistent with comparable City-owned parking areas in the City of Wichita, Kansas

Section 3

Term

3.1 Term. Except as expressly provided in Section 4 below, the term of this Agreement shall commence as of the date first above written and end fifty (50) years from such date (the "Term").

3.2 Termination. The City may not terminate this Agreement due to Manager's failure to realize income levels established by the City for the Parking Garage. This Agreement may only be terminated by the City prior to the expiration of the Term pursuant to the provisions

of Section 10 below. In addition, the City may terminate this Agreement upon sale of the Hotel to a non-affiliate of DSW if the buyer of the Hotel (or an affiliate of the Buyer) has not been approved by the City as an assignee of this Agreement, pursuant to Section 12.

Section 4

Parking Spaces After Termination

After termination of this Agreement, the City will, for a period coterminous with the operation of the Hotel (and as long as the City owns the Parking Garage), continue to make the Parking Garage available to the public, including the guests and patrons at rates consistent with other, similar parking garages in the City of Wichita..

Section 5

Maintenance and Repair

5.1 **Manager Provides Maintenance.** Manager shall maintain the Parking Garage and Parking Garage Land at all times in good order and condition, clean and free of rodents and debris, in accordance with maintenance standards employed at comparable City-owned parking areas in the City of Wichita, Kansas, and in accordance with all applicable building codes, ordinances, regulations, and laws.

“Maintain” or “maintenance” as used in this Section 5 shall include, but is not limited to: painting (including removal of graffiti); operating, inspecting, testing, repairing, replacing, and updating of all equipment, signs, and any other components and fee collecting systems used in the Parking Garage, including elevators and appurtenant facilities; snow and ice removal; sealing; and regular cleaning.

5.2 **Manager Improvements.** Pursuant to the Letter of Intent, Manager has agreed to make improvements to the Parking Garage at the time Manager makes improvements to the Hotel, the value of such improvements to the Parking Garage totaling approximately Three Hundred Thousand Dollars (\$300,000.00) . Such improvements may include, at Manager’s sole discretion, structural repairs, painting, installation of one or more elevators, installation of automated billing facilities, security cameras, lighting and repairs or rebuilding of the stairwells (collectively, the “Manager’s Improvements”).

5.3 **Payment for Manager’s Improvements.** Following substantial completion of the Manager’s Improvements, Manager shall provide an accounting of the costs of the Manager’s Improvements to the City Representative, certified by the Chief Financial Officer (or comparable person) of DSW. The City shall also have the right to audit the books and records regarding the costs of the Manager’s Improvements as part of the City’s audit process. At the time of substantial completion of the Manager’s Improvements, all Net Cash Flow shall be paid to Manager and credited against the cost of Manager’s Improvements until the costs of Manager’s Improvements have been reimbursed in full.

5.4 Repairs of Structural Damage. In the event of structural damage to all or any portion of the Parking Garage occurring after DSW's substantial completion of Manager's Improvements, Manager shall undertake to repair or rebuild the Parking Garage to provide as promptly as reasonably possible after the date of such damage or destruction, the number of parking spaces existing at the time of the damage, subject to reimbursement for the cost of same consistent with the terms of this Agreement.

5.5 Lighting. Manager shall maintain interior and exterior lighting sufficient to illuminate the Parking Garage and Parking Garage Land and all means of pedestrian and vehicular access in and out of the Parking Garage.

5.6 Signs. Manager shall provide suitable and sufficient signs in and around the Parking Garage. Manager will be responsible for maintaining all signs and must obtain prior approval from City Representative before installing, removing, or modifying any signs not contemplated or specifically provided for in the Annual Plan.

5.7 Right of Inspection. The City has the right, but is under no duty, to inspect the Parking Garage and any related plans, books, and records and to be provided copies of the same as the City Representative may request.

Any inspection or examination of the Parking Garage or Parking Garage Land by the City is for the sole purpose of protecting the City's investment in the Parking Garage and its rights under this Agreement. No default will be deemed waived by reason of an inspection or examination by the City. In no event will inspection or examination of the Parking Garage or Parking Garage Land by the City be a representation that there has been or will be compliance with this Agreement. Furthermore, by inspecting or examining the Parking Garage or Parking Garage Land, the City does not assume any responsibility for Manager's obligations to comply with applicable law and to provide for the safety of those using the Parking Garage.

5.8 Utilities. Manager shall contract for all utility services in its own name and will timely pay all such bills.

Section 6

Personnel

6.1 Employment. Manager, at its own expense and sole discretion, shall employ, train, and supervise personnel with appropriate qualifications and experience in sufficient numbers to operate the Parking Garage at a high level of standard of service and quality. Any such personnel shall be employees of Manager and not of the City.

6.2 Training. Manager shall train and assure that its employees maintain a clean appearance and perform their work in a courteous and professional manner. Manager shall require its employees to wear distinctive jackets or uniforms.

6.3 Employment Taxes. Manager shall promptly pay all social security, unemployment insurance, retirement, and other federal, state, county, and City taxes and assessments which are measured by, or related to, the wages, salaries, or other remuneration paid to Manager's employees.

6.4 Indemnity. Manager shall indemnify, defend, and hold the City harmless against any and all claims and suits brought by Manager's employees in connection with their employment by Manager.

Section 7

Compliance With Laws and Regulations

7.1 Compliance With Laws. Manager shall comply with all relevant laws, ordinances, codes, and regulations including, but not limited to, those relating to health and sanitation, safety, equal employment opportunity, fair labor standards, and the Employees' Retirement and Income Security Act (ERISA). To the extent not inconsistent with state and Federal requirements, Manager shall also comply with the City's policy of nondiscrimination and Equal Employment Opportunity and Affirmative Action Program.

7.2 Public Areas. All public areas located in the Parking Garage or on the Parking Garage Land shall be reasonably available for use and enjoyment by the public without regard to race, color, creed, sex, or national origin, age, handicapped or disability status, or veterans status.

Section 8

Relationship Between Parties

8.1 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture of or between the Parties, or as establishing Manager as an agent of the City. Manager's relationship to the City under this Agreement shall be that of an independent contractor. Manager has no right or authority to bind the City in any manner whatsoever or to incur any obligations or expenses on behalf of the City for which the City could become liable.

Section 9

Indemnification

9.1 Indemnity. Manager agrees to indemnify, hold harmless, and defend the City and members of the Wichita, Kansas City Council, officers, agents and employees (collectively referred to as the "Indemnified") from and against all loss, damage, liability, cost or expense, including, but not limited to, attorneys' fees and court costs incurred or suffered by or claimed against any of the Indemnified by any person or entity by reason of injury, death, loss, or damage

to any person, property, or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of Manager, its officers, directors, agents, or employees, and relates to the Parking Garage or this Agreement.

Section 10

Default

10.1 Default by Manager. The occurrence of any of the following shall be deemed an event of default by Manager under this Agreement:

(a) The filing by DSW of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent by DSW to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(c) The entering of an order for relief against DSW or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of DSW in any involuntary proceeding, and the continuation of such order, judgment, or decree unstayed for any period of ninety (90) consecutive days;

(d) DSW's failure to pay when due any sum of money owed by DSW to the City (unless contested in good faith) pursuant to this Agreement and the continuation of such failure for thirty (30) days after written notice from the City specifying the nature and extent of any such default; and

(e) The failure of DSW to perform any material nonmonetary covenant, obligation, or requirement of this Agreement and the continuation of such failure for thirty (30) days after written notice from the City specifying the nature and extent of any such default; or if the default may be cured, but cannot reasonably be cured within the thirty (30)-day period, the failure to commence curing the default within such thirty (30)-day period and to diligently continue efforts to complete the cure; but in no event exceeding ninety (90) days after written notice of default. The time limits to cure a nonmonetary default described in this Section 10.1 (e) may be shortened in an emergency to protect injury to persons or property as the exigencies of the moment may reasonably appear to require.

10.2 Default by City. The occurrence of any of the following shall be an event of default by the City under this Agreement:

(a) The filing by the City of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent by the City to an involuntary proceeding under: present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(c) The entering of an order for relief against the City or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of the City in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days; and

(d) The failure of the City to perform or to observe any covenant, obligation, or requirement of this Agreement and the continuation of such failure for thirty (30) days after written notice from DSW specifying the nature and extent of any such default; or if such default cannot reasonably be cured within such thirty(30)-day period, the failure to commence curing the default within such thirty- (30)day period and to diligently continue efforts to complete the cure; but in no event exceeding ninety (90) days after he written notice of default. The time limits to cure a nonmonetary default described in this Section 10.2(d) may be shortened in an emergency to protect injury to person or property as the exigencies of the moment may reasonably appear to require.

10.3 Third Party Performance of DSW's Obligations. Upon giving notice of default to DSW, the City shall also provide notice of default to those members of DSW previously identified to the City Representative in writing by DSW.

10.4 Remedies. Upon the occurrence and continuation of any event of default described in Sections 10.1 or 10.2, the nondefaulting party may elect one or more of the following remedies:

(a) To pay whatever amount or perform whatever act the defaulting party failed to pay or to perform for and on behalf of the defaulting party and the defaulting party shall reimburse the nondefaulting party immediately upon demand for any sums thus paid and all costs and expenses incurred in connection with the making of such payment or the proper performance of any such act together with interest on such sum, costs, and expenses to the extent allowed by law at the lesser of (i) the interest rate allowed by Kansas usury laws, (ii) Prime Rate as published in the Wall Street Journal, plus three (3) percentage points, from the date that such payment is made or such costs and expenses are incurred, or (iii) the maximum rate allowed pursuant to KSA §10-1009;

(b) To terminate this Agreement by giving written notice of such termination to the defaulting party and this Agreement shall terminate as of the date specified in such notice (which sale shall be on or after the date of the notice of termination); and

(c) In addition to the remedies described above, the nondefaulting party shall have available to it all other rights and remedies provided at law or in equity, including, but not limited to, any right of action the City may have on a performance bond or any other bonds. All remedies under this Agreement shall be cumulative and not restrictive of other remedies.

10.5 Authority of City Representative. The City Representative, acting on behalf of the City, shall have authority to answer questions regarding interpretation of this Agreement, including the acceptability and quality of service provided by Manager.

Section 11

Insurance and Bonding

11.1 **Insurance.** Manager shall furnish to the City Representative a Certificate of Insurance showing coverage for:

(a) Special or “all risk” insurance (including theft and vandalism coverage), in amounts reasonably acceptable to the City Representative, insuring the City’s and Manager’s interests in the Parking Garage and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by the City and Manger in the Parking Garage and Parking Garage Land;

(b) Comprehensive general liability insurance insuring Manager and the City against any and all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Manager, the City, and their respective agents, contractors or employees, in connection with the operation of the Parking Garage and Parking Garage Land for property damage and for bodily injury or death of persons, in such amounts as may be reasonably acceptable to both the City and Manager, provided, however, such policies shall not name the City, or insure the City, for an amount of coverage in excess of the City’s maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(c) Workers’ compensation insurance;

(d) Employee theft; and

(e) All other insurance required by law or as reasonably required by the City Representative.

11.2 **Policy Requirements.** The following general requirements shall apply to all insurance coverage carried by Manager:

(a) To the extent available, each policy shall contain a clause whereby the insurer waives all rights of subrogation against Manager and the City;

(b) The City shall be named as its interests appear in all policies;

(c) Such policies shall be with reputable insurance companies reasonably acceptable to the City and authorized to do business in Kansas;

(d) Manager shall provide the City Representative with policies or certificates of insurance evidencing such coverage prior to taking possession of the Parking Garage;

(e) Within thirty (30) days prior to expiration of coverage, or as soon as

practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be provided by Manager to the City Representative;

(f) The policies must be noncancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation; and

(g) Manager shall consult with the City Representative about the availability of insurance coverage under the City's blanket policies.

Manager shall maintain all such policies of insurance (except the City policies under Section 11.2(g) above) during the Term of this Agreement.

Section 12

Assignment and Subcontract

DSW shall have the right to subcontract this Agreement to another qualified parking company or an affiliate of Manager upon written approval of the City and upon providing the City with a copy of the subcontract, which approval shall not be unreasonably delayed or withheld. The subcontracting of this Agreement shall not affect the terms of this Agreement nor relieve DSW from its obligations to the City hereunder. Moreover, upon such subcontracting, the subcontractee will, in addition to DSW, be directly bound by the provisions of this Agreement, including, but not limited to, the covenants of indemnification under Section 9. DSW shall not otherwise assign this Agreement or delegate its responsibilities under this Agreement without the prior written consent of the City.

Section 13

Miscellaneous

13.1 **Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any option, right, or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

13.2 **Severability.** If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

13.3 **Exhibits.** Any exhibit referred to in this Agreement is attached to and incorporated by reference in this Agreement.

13.4 **Property Tax.** The Parties acknowledge that the City currently receives tax abatement on the Parking Garage and Parking Garage Land. For so long as the City receives tax

abatement on the Parking Garage and Parking Garage Land, and this Management Agreement is in place, DSW shall not be liable for any property taxes assessed on the Parking Garage and Parking Garage Land. In the event that the City is assessed taxes on the Parking Garage and/or Parking Garage Land, then (a) DSW's Option shall take effect if it has not already taken effect, and (b) DSW shall become liable for taxes assessed on the Parking Garage and Parking Garage Land. Should DSW exercise its Option or ROFR, it may then become liable for property tax. The Kansas Court of Tax Appeals will make the final determination of tax exemption as to the Parking Garage and Parking Garage Land.

13.5 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of Kansas and exclusive venue for all disputes and litigation shall be in Wichita, Kansas.

13.6 Headings. Headings of Sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular Sections to which they refer.

13.7 Notices. Whenever notice is required or otherwise given pursuant to this Agreement, it shall be given in writing and either hand delivered, or faxed, and sent by first class U.S. mail, postage prepaid. Any such notice or other written communication shall be deemed received by the party to whom it is sent (a) on the date it is received, if hand delivered and (b) in the case of faxed and first class mailing, five (5) business days after the date of posting by the United States Post Office.

For purposes of notices or other written communications, the following addresses shall be used, and may be changed from time to time upon written notice:

If to the City:

City Manager
City Hall, 13th Floor
455 North Main
Wichita, KS 67202
(316) 268-4519 FAX

With copies to:

City Attorney
City Hall, 13th Floor
455 North Main Wichita, KS 67202
(316) 268-4519 FAX

If to Manager:

Drury Southwest Inc.
101 S. Farrar Drive
Cape Girardeau, MO 63701

(573) 335-5125 FAX

With Copies to:

Herb Wedemeier
General Counsel
101 S. Farrar Drive
Cape Girardeau, MO 63701
(573) 335-5125 FAX

13.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

13.9 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, supersedes all prior understandings and writings, and this Agreement may be amended or modified only by a writing signed by the Parties.

13.10 Force Majeure. No Party shall be liable for any failure to perform its nonmonetary obligations under this Agreement due to any cause beyond its reasonable control such as war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God, or any other cause or contingency similarly beyond its control.

13.11 Including. In this Agreement, whenever general words or terms are followed by the word “including” (or other forms of the word “include”) and words of particular and specific meaning, the word “including” (or other forms of the word “include”) shall be deemed to mean “including without limitation,” and the general words shall be construed in their widest extent and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meanings,

13.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

13.13 Cash Basis and Budget Laws. The Parties intend that the provisions of this Agreement do not violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the “Cash Basis Law”) or the Kansas Budget Law (K.S.A. 79-2925) (the “Budget Law”). Therefore, notwithstanding anything to the contrary herein contained, the City’s obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

13.14 Nondiscrimination and Equal Economic Opportunity. In performance of the Parties’ duties and obligations under this Agreement and any other document, instrument or Agreement executed and delivered in connection with the transactions contemplated hereby, neither of the Parties, nor their respective agents, employees, officers, directors, consultants, contractors or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veterans status.

13.15 Time of Essence. Time is of the essence with respect to every provision in this Agreement.

IN WITNESS WHEREOF, the City and DSW have caused this Agreement to be executed and sealed by their respective officers.

CITY:

THE CITY OF WICHITA:

Date of execution

By: _____

Title: _____

Attest:

By _____, City Clerk

Approved as to Form

City Attorney

DSW BROADVIEW, LLC

By: DRURY SOUTHWEST, INC., Its Manager and Sole
Member

Date of execution:

By: Dennis J. Vollink, Its President

EXHIBIT A

[Description of Parking Garage Land]

Lots 14/ 16, 18 and the south 10 feet of Lot 20 on Waco Avenue; also the west 4.5 feet of Lots 13, 15 and 17/ and the west 4.5 feet of the south 10 feet of Lot 19/ on Wichita Street; also all of that part of a large Lot 4 described as follows: Beginning 149 feet north of the Northeast corner of the intersection of Douglas Avenue and Waco Avenue; thence north 137 feet more or less to the South line of alley vacated by Ordinances Nos. 1685 and 13-444; thence east 158.37 feet more or less to the West line of Webb Street; thence south 137 feet more or less to a point 149 feet north of the North line of Douglas Avenue; thence west to the place of beginning; also vacated alleys adjoining the above described property, described as follows:

Beginning at the Southwest corner of Lot 14 on Waco Avenue; thence east 158.37 feet more or less to the West line of Webb Street; thence south 32.48 feet more or less to the North line of large Lot 4; thence west 158.37 feet more or less to the East line of Waco Avenue; thence, north 32.4_ feet more or less to the place of beginning; also beginning at the Southeast corner of Lot 14, on Waco Avenue; thence north 152.08 feet more or less to a point 10 feet north of the Southeast corner of Lot 20, on Waco Avenue; thence east 20 feet more or less to the East line of alley vacated by Ordinance Nos. 8117 and 13-444; thence south 152.08 feet more or less to the Southwest corner of Lot 13 facing on Wichita Street; thence west 20 feet more or less to the point of beginning; all being in Waterman's Addition to Wichita in Sedgwick County, Kansas.

EXHIBIT B

[Letter of Intent]

(PUBLISHED IN THE WICHITA EAGLE ON _____, 2008)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BY AND BETWEEN THE CITY OF WICHITA, KANSAS AND DSW BROADVIEW LLC, AS PROPERTY OWNER.

WHEREAS, the City of Wichita, Kansas (the “City”) is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable, in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to induce DSW Broadview LLC to acquire and develop the Broadview Hotel property (the “Property,” as defined in the accompanying Escrow Agreement), by preventing scheduled installments of special assessments from becoming liens against the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Findings and Approval of Funding Escrow. The City’s Governing Body hereby finds that providing City funding in the amount of \$693,463.08 to discharge future installments of special assessments, as provided in the accompanying form of Escrow Agreement, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Escrow Agreement. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Escrow Agreement presented herewith, by and between DSW Broadview LLC, as Property Owner, and the City of Wichita, for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Escrow Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and

after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 7th day of October, 2008.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

CITY OF WICHITA

KEY NUMBER - A-853

SPECIAL ASSESSMENT ESCROW AGREEMENT

THIS AGREEMENT dated the 9th day of October, 2008, by and between DSW Broadview LLC, hereinafter "Property Owner", and THE CITY OF WICHITA, KANSAS, hereinafter "Escrow Agent",

WITNESSETH:

WHEREAS, the Property Owner is the owner and the Property Tenant is the lessee of certain real property legally described as:

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

(hereinafter the "Property").

WHEREAS, certain special assessments have been levied against the above Property and bonds have been issued by the City of Wichita, Kansas, in payment of the cost of the public improvements or other acts of the City of Wichita, Kansas, for which the said special assessments were levied; and

WHEREAS, Property Owner understands that the City has irrevocably deposited with Escrow Agent monies which, when held in an interest-bearing account, will generate sufficient interest such that the required, annual payments of principal and interest on said special assessments can be made until said special assessments are paid in full; and

WHEREAS, Escrow Agent is willing to receive said payment from the Property Owner for the benefit of the Property Owner and the Property Tenant and hold the same subject to the terms and conditions herein stated.

NOW, THEREFORE, the parties hereto do agree as follows:

1. The City hereby deposits with Escrow Agent, subject to the instructions and provisions herein contained, the sum of six hundred ninety three thousand four hundred sixty three dollars and eight cents (\$693,463.08), the receipt of which is hereby acknowledged by the Escrow Agent. Said sum deposited by the City represents the current outstanding special assessments against the real property owned by Property Owner and/or the Property Tenant and described hereinabove in the amount of \$764,159.01, which sum has been discounted. Concurrently with such deposit, the City will cause the lien of such special assessments to be administratively removed from the Property owned by Property Owner and leased to the Property Tenant within the County tax system.

2. The said sum deposited by the City with Escrow Agent shall be deposited by Escrow Agent in an escrow account and invested in direct obligations of the United States Government or in government-backed securities. The interest accruing to the deposit made herein by the City will be \$ 70,695.93 and shall be added to the escrow account.

3. Escrow Agent shall, on an annual basis, withdraw from the escrow account herein established an amount necessary to satisfy the then outstanding payment of principal and interest on the said special assessment against the property owned by Property Owner and cause such amount to be distributed to the City's general debt service fund on the same basis as would be other distributions of special assessment receipts from the County Treasurer.

4. As a fee for the maintenance of said escrow account, Escrow Agent shall receive an annual amount equal to five percent (5%) of the annual special assessment payment, which sum shall be deducted from the interest earnings accruing to said escrow account.

5. This agreement shall be irrevocable.

6. The Escrow Agent shall be liable as a depository only.

7. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received. It may rely upon any paper, document or other writing believed by it to be authentic in making any delivery of money or property hereunder.

8. In accepting any funds delivered hereunder, it is agreed and understood that, in the event of disagreement between the persons herein mentioned or persons claiming under them, or any of them, the Escrow Agent will and does reserve the right to hold all money, securities and property in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement has been reached between all of said parties or until delivery is legally authorized by final judgment or decree of a court of competent jurisdiction.

CITY OF WICHITA, KANSAS

DSW BROADVIEW LLC

Carl Brewer, Mayor

Dennis Vollink, President

(Published in *The Wichita Eagle*, October ____, 2008)

ORDINANCE NO. 48-__

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES IV, 2008 (H2 CORPORATE OFFICE, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,200,000 FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, IMPROVING, FURNISHING, EQUIPPING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series IV, 2008 (H2 Corporate Office, LLC) (Taxable Under Federal Law), in the aggregate principal amount of not to exceed \$7,200,000 (the “2008 Bonds”), for the purpose of paying the costs of constructing, improving, repairing, furnishing, equipping and acquiring a commercial facility (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to H2 Corporate Office, LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the 2008 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds to execute and deliver (i) a Trust Indenture dated as of October 1, 2008 (the “Indenture”), with Sunflower Bank, N.A., Salina, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2008 Bonds; (ii) a Lease dated as of October 1, 2008 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2008 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

WHEREAS, the Tenant will sublease all or a portion of the Project to Hartman Oil Co., Inc.;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed, Improved, Equipped, Furnished and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be constructed, improved, repaired, furnished, equipped and acquired all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2008 Bonds. The Issuer is hereby authorized and directed to issue the 2008 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IV, 2008 (H2 Corporate Office, LLC) (Taxable Under Federal Law)” in the aggregate principal amount of not to exceed \$7,200,000. The 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2008 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2008 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2008 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2008 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2008 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

Section 5. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2008 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 6. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on October 21, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (H2 Corporate Office, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on First Reading.

Background: On September 11, 2007, City Council approved a one-year Letter of Intent for Industrial Revenue Bonds in the amount not-to-exceed \$8,500,000, and a 100% five-plus-five-year property tax exemption for H2 Corporate Office LLC. H2 Corporate Office will sublease the project to Hartman Oil Co, Inc. ("Hartman Oil"). Bond proceeds will be used to finance the recently constructed facility at 10918 E 13th Street North. On September 9, 2008, City Council approved to extend the letter of intent to December 31, 2008. The Company is requesting the issuance of IRBs at this time, in the amount not-to-exceed \$7,200,000.

Analysis: H2 Corporate Office, LLC was formed to own and develop the new facility. The managing member of H2 Corporate Office is Willis E. Hartman. Hartman Oil Co., Inc. was founded in 1920 by W.L. Hartman and is now under the leadership of Willis E. Hartman, the founders' grandson and sole stockholder. Hartman Oil is a successful independent oil and natural gas company engaged in the development, acquisition, and operation of oil and gas properties in the Mid-Continent region. Hartman Oil is headquartered in Wichita with field offices in Garden City, Ellinwood, and Great Bend, Kansas. The company operates more than 350 wells in Kansas and Oklahoma.

H2 Corporate Office has constructed a new 45,000 square foot two-story office building to serve as the corporate headquarters of Hartman Oil Co. and house the many businesses associated with Willis E. Hartman and the supporting companies of Hartman Oil Co., Inc. Hartman Oil currently employs 10 people in its Wichita headquarters and plans to add 30 new jobs over a five-year period at an average wage of \$75,000 per year. Should Hartman Oil sublease portions of the building to unrelated businesses, payments-in-lieu-of-taxes may be required to off-set the tax abatement.

Use of Funds:	
Land	\$ 900,000
Building construction	6,000,000
Furniture, Fixtures, and Equipment	1,500,000
<u>Costs of Issuance</u>	<u>100,000</u>
Total Cost of Project:	\$8,500,000

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. The Company plans to privately place the bonds with Sunflower Bank, NA. The facility will not be pledged to the trust estate under the bonds; instead Sunflower Bank will hold a mortgage on the facility as security.

Financial Considerations: The Company agrees to pay all costs of issuing the bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, based on job creation and capital investment, the Company qualifies for a 100% five-

plus-five year tax exemption on real property purchased with bond proceeds, and a five-year exemption on personal property purchased prior to June 1, 2006.

The cost/benefit analysis performed by the WSU Center for Economic Development and Business Research reflects the following benefit-cost ratios:

City	1.99 to one
County	1.60 to one
USD 259	1.16 to one
State	4.90 to one

The estimated first year's taxes on H2 Corporate Office' proposed \$8,500,000 expansion would be \$177,075 on real property improvements and \$37,908 on personal property, based on the 2007 mill levy. Using the allowable tax exemption of 100%, the City will be exempting (for the first year) \$215,013 of new taxes from the real and personal property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$58,246; County - \$7,069; State - \$2,732 and USD 259 - \$96,966.

In addition, the project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$219,000, including \$159,000 state sales tax and \$60,000 county sales tax.

Goal Impact: Economic Vitality and Affordable Living. Granting the ad valorem property tax exemption and sales tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount of \$7,200,000, to H2 Corporate Office, LLC, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-__

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES IV, 2008 (H2 CORPORATE OFFICE, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,200,000 FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, IMPROVING, FURNISHING, EQUIPPING AND ACQUIRING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series IV, 2008 (H2 Corporate Office, LLC) (Taxable Under Federal Law), in the aggregate principal amount of not to exceed \$7,200,000 (the “2008 Bonds”), for the purpose of paying the costs of constructing, improving, repairing, furnishing, equipping and acquiring a commercial facility (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to H2 Corporate Office, LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the 2008 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds to execute and deliver (i) a Trust Indenture dated as of October 1, 2008 (the “Indenture”), with Sunflower Bank, N.A., Salina, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2008 Bonds; (ii) a Lease dated as of October 1, 2008 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2008 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

WHEREAS, the Tenant will sublease all or a portion of the Project to Hartman Oil Co., Inc.;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed, Improved, Equipped, Furnished and Acquired. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be constructed, improved, repaired, furnished, equipped and acquired all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2008 Bonds. The Issuer is hereby authorized and directed to issue the 2008 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IV, 2008 (H2 Corporate Office, LLC) (Taxable Under Federal Law)” in

the aggregate principal amount of not to exceed \$7,200,000. The 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2008 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2008 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2008 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2008 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2008 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 5. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2008 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 6. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on October 21, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

Cherry Creek Senior Care, LLC

September 22, 2008

CITY OF WICHITA, KANSAS

Attn: Mayor Brewer and Members of the City Council

455 N. Main, 12th Floor

Wichita, Kansas 67202

*RE: Not to Exceed \$2,200,000 City of Wichita, Kansas
Taxable Industrial Revenue Bonds, Series ___, 2008
(Cherry Creek Senior Care, LLC)*

Dear Mayor Brewer and Council Members:

The letter is to request approval by the governing body of the City of Wichita, Kansas, for a Letter of Intent to issue its Taxable Industrial Revenue Bonds in an original principal amount of not to exceed \$2,200,000. The proceeds of the proposed Bonds will be used to pay the cost of acquiring an existing assisted living located at 8200 E. Pawnee in Wichita, Kansas and constructing, installing and equipping significant internal improvements thereto.

1. **Name and Address of Applicant.**

Cherry Creek Senior Care, LLC
Dennis Bush and/or Debie Bush
P. O. Box 906
Andover, Kansas 67002

2. **A General Description of the Project.**

Cherry Creek Senior Care, LLC is a newly formed LLC that has recently taken over operations from the prior tenant and provides the management for the current owner HCP, Inc. of Long Beach Ca. which has no interest in continuing the facility. The facility is the largest Assisted Living facility in the Wichita Area. It was built in the 1970s and has come into disrepair with extensive deferred maintenance issues. It currently has 73 residents in a facility that is licensed for 110 apartments. Many of the residents are on fixed incomes and utilizing State of Kansas assistance for care. Our plan is to purchase the facility, remodel the interior to improve functionality, ADA compliance and aesthetic appeal.

3. **Information on the Developers.**

Debie Bush (51% Owner/Member) has been in the corporate environment for the past 25 years. She has been an owner operator of assisted livings for the past 10 years and currently is

the management consultant for 2 of the Wichita Area Assisted Livings. She has attended Wichita State University and has been in the Central Kansas Area all of her life.

Dennis Bush (49% Owner/Member) is a past banker of 35 years and has been involved in senior care facilities for the last 15 years. He has been an operator of assisted living facilities for the last 5 years. He has a BS and an MBA from Wichita State University and has been in the Central Kansas area most of his life. He is a past board member and treasurer of the KHCA organization. He has also been a past Andover Kansas Mayor and a REAP Board Member.

Dennis and Debie are husband and wife and together own and manage two assisted living facilities in the Wichita area with a full census and healthy backlogs. They are well respected in the industry and manage excellent operations.

4. **Number of Jobs Created.**

It is anticipated that the project will save 25 jobs and will create 15 additional jobs over the next 5 years. The current payroll is just under \$1,000,000 and will add an additional \$600,000 in payroll for the community.

5. **A Statement Regarding Tax Abatement.**

No ad valorem property tax exemption is being requested.

6. **The Dollar Amount of the Bonds Requested.**

The total original amount of the Bonds requested is approximately \$2,200,000.

Use of Proceeds

Construction Cost	\$ 830,500
Equipment	58,500
Land and Acquisition Cost	<u>1,311,000</u>
Total	\$2,200,000

7. **Administration Service Fee Agreement.**

The Applicant agrees to make a payment to the City to reimburse the City administrative costs in the amount of \$2,500 per year commencing one (1) year after delivery of the bonds. In addition, the Applicant will pay all cost of the City relative to issuance of the Bonds. All other expenses of the Bonds, including the City's bond counsel fee, will be paid.

8. **A Brief Statement Relative to the Effects of the Proposed Project on the Ambient Air Quality of the City of Wichita and Sedgwick County.**

The proposed facility will have no effects on the ambient air quality of the City of Wichita or Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matters.

9. **A Brief Statement with Respect to Equal Employment Opportunities.**

The Applicant will comply with all policies of the City of Wichita, Kansas with respect to equal employment opportunity.

10. **Arrangement for the Sale of the Bonds.**

It is anticipated the Bonds will be privately placed with one or more financial institutions and a small number of accredited investors.

11. **Name and Address of the Bond Counsel.**

Kutak Rock, LLP
Attn: Dorothea ("Dotty") Riley
1010 Grand Boulevard, Suite 500
Kansas City, Missouri 64106
Telephone: (816) 960-0900
Facsimile: (816) 960-0041

12. **Name and Address of Applicant's Counsel.**

Triplett, Woolf & Garretson, LLC
Attn: J. T. Klaus
2959 N Rock Rd, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100
Facsimile: (316) 630-8101

13. **Site Plan.**

The site plan/floor plans of the proposed facility are attached as Appendix I.

14. **Summary.**

To permit the Applicant to finalize the financing for the project, it is requested at this time that the City Council authorize the Mayor to execute a Letter of intent for and on behalf of the City of Wichita, Kansas, wherein the City declares its intent to issue approximately \$2,200,000 of its City of Wichita, Kansas, Taxable Industrial Revenue Bonds in one or more series for the purpose described above.

September 22, 2008

Page 4

The Applicant is aware that such a Letter of Intent is an indication of the City to issue the proposed Bonds to assist in the financing of the project, and that such Letter of Intent is subject in all respect to the governing body's final approval of the terms and provision of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of the Letter of Intent, the Applicant will proceed in reliance thereon.

Should there be any questions or requests for information in the course of the City's evaluation of the Application, we will be please to promptly respond thereto.

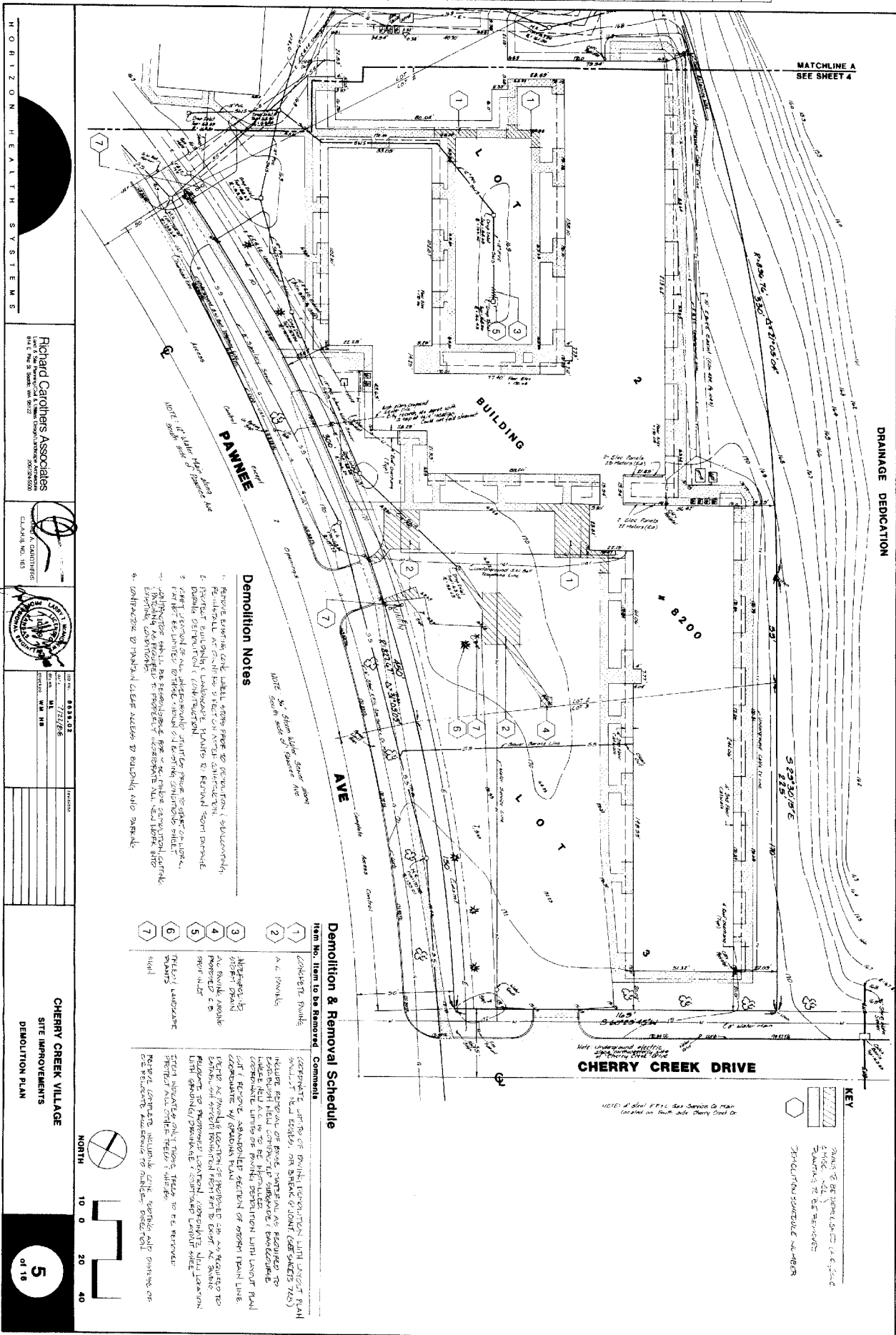
Respectfully submitted,

CHERRY CREEK SENOR CARE, LLC

A handwritten signature in black ink, appearing to read "D. L. Bush", is written over a horizontal line. The signature is stylized with a large loop at the beginning and end.

Dennis L Bush, Member

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10



City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (Cherry Creek Senior Care, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the Public Hearing and approve the Letter of Intent.

Background: Cherry Creek Senior Care, LLC (“Cherry Creek”) was recently formed and has taken over operations of an assisted living facility located at 8200 E Pawnee. The proposed facility is the largest in the Wichita area with 110 apartments. The facility has come into disrepair and faces extensive deferred maintenance issues. The owners are requesting a letter of intent to issue Industrial Revenue Bonds in an amount not-to-exceed \$2,500,000 to acquire and renovate the facility.

Analysis: Cherry Creek plans to purchase the facility and remodel the interior to improve functionality, ADA compliance and aesthetic appeal. The proposed facility currently has 73 residents, many of whom are on fixed incomes and State assistance for care. It is anticipated that the project will retain 25 jobs and create 15 additional jobs over the next five years with a total payroll of \$1.6 million.

<u>USES OF FUNDS</u>	
Construction Costs	\$830,500
Equipment	58,500
<u>Land and Acquisition</u>	<u>1,311,000</u>
Total Uses of Funds	\$2,200,000

The firm of Kutak Rock LLP, will serve as bond counsel in the transaction. Bonds will be privately placed with a financial institution with which the company has a banking relationship. Cherry Creek agrees to comply with the City’s Standard Letter of Intent Conditions.

Goal Impact: Economic Vitality and Affordable Living. Support of affordable assisted living facilities promotes the development of affordable housing for seniors.

Financial Considerations: Cherry Creek agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Cherry Creek is not requesting a property tax abatement in conjunction with the IRBs. The project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$78,750; \$66,250 state sales tax and \$12,500 county sales tax.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University’s Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	13.70 to one
Sedgwick County	11.93 to one
USD 259	1.80 to one
State of Kansas	4.14 to one

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The City's Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to Cherry Creek Assisted Living, LLC, in an amount not-to-exceed \$2,500,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

Attachments: Letter of Intent Application

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Country Acres Apartments (District V)

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from Mark Cox and the Kansas Elks Training Center for the Handicapped (KETCH) for a City Council resolution of support for an application for Housing Tax Credits in connection with the renovation/construction of apartments at a site currently owned by KETCH, and known as the Country Acres Apartments, located at 351/355 N. Country Acres.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed project involves rehabilitation of existing apartment buildings located at 351/355 N. Country Acres, and construction of a new apartment building on the existing site, in order to provide for additional apartments. Mark Cox will serve as the project developer. KETCH Inc. will be the general partner of the ownership entity. Upon completion of rehabilitation of the existing buildings and construction of the new building, the project will offer 30 apartment units, including eight studio units, 21 one-bedroom units, and one two-bedroom unit. Rent amounts, net of utility allowances, are estimated to be \$345 for studio units, \$359 per month for the one-bedroom units and \$389 per month for the two-bedroom unit, according to the HTC application form.

The proposed project will serve adults with developmental disabilities. Housing units will be designed in such a manner that they will appropriately accommodate these individuals.

The scope of work for the proposed renovation includes conversion of existing two-bedroom units into larger one-bedroom units with larger kitchens. Renovated and newly constructed units will be equipped with new appliances. All units will offer updated, high-efficiency heating and air conditioning systems.

Amenities will include a common area, outdoor covered seating, an outdoor picnic area, walking paths, space for private gardening, and off-street parking for guests.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. Waiver of this requirement is requested, as the apartment community will serve individuals with disabilities, a special needs population. The City's policy provides for a waiver of the market-rate unit requirement when HTC apartment projects will only serve special needs populations. Thus, the project is eligible for the waiver.

The City's Planning Department has reviewed the proposed project. Planning staff members have advised that that the project is consistent with the Wichita-Sedgwick County Comprehensive Plan and would complement existing land use and development patterns in the neighborhood.

The proposed project was also reviewed by OCI. The site is properly zoned for the project, as it will not be licensed with the State Department of Social and Rehabilitation Services, the Behavioral Service Regulatory Board, or the State Board of Healing Arts, and thus, would be classified as "Assisted Living" under the Unified Zoning Code (UZC). Based on review of the preliminary site plan, it appears that an administrative adjustment in the parking requirement may be necessary. OCI further commented that the City's Landscaping Ordinance will apply. OCI also recommended additional landscaping along Country Acres, in front of the existing buildings. Given the value of construction/rehabilitation, there would be screening requirements along the north and east property lines. ADA requirements will also apply to the apartment units, the parking lot, and the path of travel into both the new and existing buildings. Fire sprinklers will be required in the new building and its dwelling units, and may be required in the existing buildings and units, as part of the rehabilitation project. The design of the new building was deemed to be consistent with the Housing Tax Credit design guidelines.

The DCC voted to recommend adoption of the resolution of support and DAB V voted (10-0) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement.

Housing and Community Services believes that the proposed project will improve the existing site and buildings involved, and will provide safe, clean affordable rental housing for citizens with developmental disabilities. Staff recommends approval of the resolution of support by the City Council, with waiver of the 20% market-rate unit requirement.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Financial Considerations: The total project is estimated to be \$3,755,171. Permanent financing includes proceeds from the sale of the HTCs in the amount of \$2,422,171, General Partner contribution in the amount of \$850,000, a forgivable loan from the Federal Home Loan Bank's Affordable Housing Program, in the amount of \$300,000, and funding from the Kansas Housing Resource Corporation Trust Fund, in the amount of \$183,000.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. 08-476

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mark Cox and Kansas Elks Training Center for the Handicapped, Inc., (KETCH) that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Part of Lot 6, Block 1, Whispering Pines Estates, Wichita, Sedgwick County, Kansas, described as beginning at the Southeast Corner of said Lot 6, said point being on a curve to the left having a radius of 303.63'; thence Southwesterly along said curve to the left and through a central angle of 21 degrees 24' 37", a distance of 113.46' to the P.T. of said curve; thence Southwesterly along the Southerly line of said Lot 6, a distance of 79.41'; thence Northwesterly at an included angle of 90 degrees 00' 00", a distance of 63.82'; thence Northwesterly at an included angle of 158 degrees, 35' 18", a distance of 180.00'; thence North at an included angle of 157 degrees 21, 2", a distance of 50.00 to a point in the North line of said Lot 6; thence east at an included angle of 90 degrees, 00', 00", a distance of 204.60' to the Northeast corner of said Lot 6; thence Southeasterly, 156.82' to the point of beginning.

WHEREAS, this housing development will have a total of 30 studio, one-bedroom, and two-bedroom apartment units, inclusively, within two existing buildings and a newly constructed building. Amenities will include outdoor covered seating, an outdoor picnic area, walking paths, and space for private gardening.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until October 7, 2009. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 7th day of October, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Public Hearing on Proposed Assessments for **Twenty-five (25)** Paving Projects in February 2009 Bond Sale Series 796 (Districts I, II, III, IV, V, and VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The Council was notified on *September 9, 2008* that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published *September 12, 2008*, in the Wichita Eagle being not less than ten days prior to the date of hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing *September 29, 2008 at 11:00 a.m.* for the paving projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on *October 24, 2008*. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the February 2009 bond sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2009 tax roll.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: These projects were initiated pursuant to provisions of K.S.A. 12-6a01 et seq. as amended. All of the projects were 100% petitions with the exception of:

Paving Projects:

472-83979	82% Petition	Improving Two-Lane Asphalt Mat on 143 rd St. East
472-84222	80% Petition	Improving East-West Alley Between Woodlawn & Mission Rd
472-84410	60% Petition	Improving Merton, Seneca & Including the Cul-de-sac
472-84428	83% Petition	Improving Gouverneur & Osie Cir
472-84442	65% Petition	Improving Brookside & Including the Cul-de-sac

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachments: Special assessments projects list.

HEARING ON PROPOSED ASSESSMENTS FOR IMPROVING PAVING PROJECTS

On September 9, 2008, the Council was notified that the proposed assessment rolls for improving of paving projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

PAVING PROJECTS:

- a. (490-162/472-83411) IMPROVING 37TH STREET NORTH (South of 37th Street North, East of Ridge), as authorized by Resolution No. 01-318, adopted July 24, 2001, and published July 28, 2001. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$126,300 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- b. (490-132/472-83979) IMPROVING A TWO-LANE ASPHALT MAT ON 143RD STREET EAST (North of 21st, West of 143rd Street East), as authorized by Resolution No. 04-381, rescinded by 05-170, rescinded by 06-063, adopted July 20, 2004; April 5, 2005; February 14, 2006, and published July 23, 2004; April 8, 2005; February 17, 2006. Petition for this improvement was signed by owners representing 82% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$220,600 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- c. (490-128/472-84030) IMPROVING UPLAND HILLS, ROGERS LANE, HASKELL, UPLAND HILLS COURT (North of Pawnee, West of 119th Street West), as authorized by Resolution No. 04-264, rescinded by 05-110, adopted May 18, 2004; March 1, 2005, and published May 21, 2004; March 4, 2005; corrected & republished March 18, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$545,300 is to be apportioned 100 % payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District IV)
- d. (490-145/472-84043) IMPROVING RUTGERS, HAVENHURST, RUTGERS COURT, WATERSIDE, WESTBROOK & SIDEWALK (North of 37th Street North, West of Maize), as authorized by Resolution No. 04-373 rescinded by 05-362 rescinded by 07-313, adopted July 20, 2004; July 12, 2005; May 22, 2007, and published July 23, 2004; July 16, 2005; corrected & republished August 11, 2005; May 25, 2007; corrected & republished June 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$539,100 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- e. (490-149/472-84091) IMPROVING MARK RANDAL, CORTINA, SHEFFORD, INCLUDING THE CUL-DE-SAC (East of 119th Street West, North of 29th Street North), as authorized by Resolution No. 04-507, rescinded by 06-631, rescinded by 07-398, adopted September 14, 2004; November 21, 2006; July 10, 2007, and published September 17, 2004; November 27, 2006; July 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$556,000 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

- f. (490-161/472-84137) IMPROVING WOODRIDGE, WOODRIDGE CIR., WOODRIDGE CT., INCLUDING THE CUL-DE-SAC (North of 21st Street North, West of 127th Street East), as authorized by Resolution No. 04-651 rescinded by 07-303, adopted December 7, 2004; May 15, 2007, and published December 10, 2004; May 17, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$166,200 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- g. (490-058/472-84222) IMPROVING EAST-WEST ALLEY BETWEEN WOODLAWN & MISSION ROAD (South of Harry), as authorized by Resolution No. 05-304, adopted June 7, 2005, and published June 10, 2005; corrected & republished June 27, 2005. Petition for this improvement was signed by owners representing 80% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$73,200 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District III)
- h. (490-142/472-84263) IMPROVING PEPPER RIDGE, HIGH PT., CONREY, CONREY CT., INCLUDING CUL-DE-SAC, AND SIDEWALK (South of 37th St. North, East of Tyler), as authorized by Resolution No. 05-439, rescinded by 07-005, adopted August 16, 2005; January 9, 2007, and published August 19, 2005; January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$236,400 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- i. (490-113/472-84279) IMPROVING WESTLAKES PARKWAY & SIDEWALK (North of 29th St. North, East of Maize), as authorized by Resolution No. 05-487 rescinded by 07-332, adopted October 4, 2005; June 5, 2007, and published October 7, 2005; June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$526,200 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- j. (491-017/472-84288) IMPROVING FACADE AT 820 & 900 EAST 2ND STREET (Old Town Courtyard by Marriott), as authorized by Resolution No. 05-506, adopted October 18, 2005, and published October 21, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$653,300 is to be apportioned 95% payable by the improvement district & 5% payable by the City at Large to the improvement district. The cost has been assessed on a square foot basis. (District VI)
- k. (490-109/472-84410) IMPROVING MERTON, SENECA & INCLUDING THE CUL-DE-SAC (South of Harry, East of Seneca), as authorized by Resolution No. 06-214, adopted May 9, 2006, and published May 11, 2006. Petition for this improvement was signed by owners representing 60% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$161,100 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District IV)
- l. (491-020/472-84411) IMPROVING FACADE AT 105 SOUTH BROADWAY (South of Douglas, West of Broadway), as authorized by Resolution No. 06-222, adopted May 9, 2006, and published May 18, 2006; corrected & republished June 9, 2006; June 14, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$603,100 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District I)

- m. (490-117/472-84421) IMPROVING GREY MEADOW, WESTLAKES PARKWAY, GREY MEADOW COURTS, FLAT CREEK COURT & CIRCLE, INCLUDING THE CUL-DE-SAC (North of 29th Street North, West of Tyler), as authorized by Resolution No. 06-350, adopted June 13, 2006, and published June 15, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$703,300 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- n. (490-130/472-84426) IMPROVING BELLECHASE, SPRING VALLEY, HORSEBACK, HORSEBACK CT., HORSEBACK CIR., BELLECHASE CT., & SIDEWALKS (East of 127th Street East, North of Harry), as authorized by Resolution No. 06-491, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$402,800 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- o. (490-124/472-84428) IMPROVING GOVERNEOUR & OSIE CIR. (South of Harry, West of Rock), as authorized by Resolution No. 06-412, rescinded by 07-200, adopted August 1, 2006; March 20, 2007; June 3, 2008, and published August 4, 2006; August 10, 2007; June 6, 2008. Petition for this improvement was signed by owners representing 83% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$216,100 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District III)
- p. (490-129/472-84442) IMPROVING BROOKSIDE AND INCLUDING THE CUL-DE-SAC (North of Central, West of Woodlawn), as authorized by Resolution No. 06-461, adopted September 12, 2006, and published September 15, 2006. Petition for this improvement was signed by owners representing 65% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$152,500 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District II)
- q. (490-131/472-84448) IMPROVING SPRING HOLLOW DRIVE, WATSON, CLEAR CREEK, ST. ANDREWS DRIVE & SIDEWALKS (West of 143rd Street East, South of Kellogg), as authorized by Resolution No. 06-510, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$354,400 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- r. (490-137/472-84470) IMPROVING WESTLAKES COURTS & INCLUDING THE CUL-DE-SACS (North of 29th Street North, West of Tyler), as authorized by Resolution No. 06-583 rescinded by 07-333, adopted November 7, 2006; June 5, 2007, and published November 10, 2006; June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$211,800 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)

- s. (490-155/472-84473) IMPROVING ATHENIAN AND ATHENIAN CT., INCLUDING THE CUL-DE-SAC (East of Meridian, South of 53rd Street North), as authorized by Resolution No. 06-539, rescinded by 07-177; rescinded by 07-321, adopted October 17, 2006; March 13, 2007; June 5, 2007, and published October 20, 2006; March 16, 2007; June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$205,000 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District V)
- t. (490-140/472-84476) IMPROVING STAFFORD & CRANBROOK (North of Pawnee, East of Webb), as authorized by Resolution No. 06-581, adopted November 7, 2006, and published November 10, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$358,400 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- u. (491-021/472-84497) IMPROVING FACADE AT 154 N. EMPORIA (South of 1st St., East of Emporia), as authorized by Resolution No. 07-007, adopted January 9, 2007, and published January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$95,300 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a square foot basis. (District VI)
- v. (490-147/472-84505) IMPROVING FLUTTER LANE/24TH ST., BOXTHORN, CAMDEN CHASE, CHELMSFORD/CAMDEN CHASE/GRAYSTONE, CHELMSFORD CIR., INCLUDING CUL-DE-SAC, CAMDEN CHASE CT., & SIDEWALK (North of 21st, West of 159th St. East), as authorized by Resolution No. 07-112, rescinded by 08-038, adopted February 13, 2007; February 5, 2008 and published February 15, 2007; February 8, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$866,900 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)
- w. (490-173/472-84565) IMPROVING GILDA AND WICKHAM (South of MacArthur, West of Hoover), as authorized by Resolution No. 07-338 rescinded by 07-529, rescinded by 07-559, adopted June 5, 2007; September 25, 2007; October 16, 2007, and published June 7, 2007; September 28, 2007; October 19, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$154,600 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District IV)
- x. (490-187/472-84601) IMPROVING WILDERNESS CIR., INCLUDING THE CUL-DE-SAC (South of 45th St. North, West of Webb), as authorized by Resolution No. 07-542, adopted September 25, 2007, and published September 28, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$60,900 is to be apportioned 100% payable by the improvement district to the improvement district. The cost has been assessed on a fractional basis. (District II)

- y. (203-332/472-83831) IMPROVING MCCORMICK (LEONINE TO SOUTHWEST BOULEVARD), as authorized by Resolution No. 04-165; rescinded by 06-161, adopted April 13, 2004; April 4, 2006, and published April 16, 2004; April 7, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 8, 2008 in the amount of \$1,597,800 is to be apportioned 13.6% payable by the improvement district & 86.4 % payable by the City of Wichita to the improvement district. The cost has been assessed on a square foot basis. (District IV)

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Public Hearing on Proposed Assessments for Twenty seven (27) Water Projects, Twenty five (25) Sewer Projects, and Thirteen (13) Storm Sewer Projects in February 2009 Bond Sale Series 796 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on September 16, 2008 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published September 19, 2008 in the Wichita Eagle being not less than ten days prior to the date of hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing October 6, 2008 at 11:00 a.m. for the water and sewer projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on October 24, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the February 2009 Bond Sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2009 tax roll.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: These projects were initiated pursuant to provisions of KSA 12-6a01 et seq. as amended. All of the projects were 100% petitions with the exception of:

470-991	448- 90195	Water Distribution System (91% Petition)
470-005	448-90222	Water Distribution System (57% Petition)
480-697	468-83682	Main 15, Sanitary Sewer No.23 (84%)
485-337	468-84335	Storm Water Sewer No. 630 (50%)

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachment: Special Assessments projects list.

HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF WATER, SEWER,
AND STORM WATER SEWER PROJECTS:

On September 16, 2008 the Council was notified that the Proposed Assessment Rolls for construction of the following water, sewer and storm sewer projects has been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

WATER PROJECTS:

- a. (470-845/448-89546) Construction of Water Distribution System No. 448-89546 TO SERVE WEST RIDGE COMMERCIAL ADDITION, East of 119th St. West, South of 29th St. North, as authorized by Resolution No. 01-059, adopted February 13, 2001, and published February 17, 2001, corrected & republished December 6, 2007, corrected & republished May 20, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$39,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- b. (470-025/448-89889) Construction of Water Distribution System No. 448-89889 TO SERVE RIVENDALE ADDITION & PARCELS 'A' THROUGH 'F', North of 55th Street South, West of Hydraulic, as authorized by Resolution No. 03-550 rescinded by Resolution No. 06-597, adopted October 21, 2003 & November 14, 2006, and published October 24, 2003 & November 17, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$102,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (D III)
- c. (470-024/448-89959) Construction of Water Distribution System No. 448-89959 TO SERVE TURKEY CREEK 2ND ADDITION, North of Pawnee, West of 119th Street West, as authorized by Resolution No. 04-252, rescinded by Resolution 05-098, rescinded by Resolution 07-166, rescinded by Resolution 07-263, adopted May 18, 2004, March 1, 2005, March 13, 2007 & April 24, 2007, and published May 21, 2004, March 4, 2005 corrected & republished March 23, 2005, March 16, 2007 & April 26, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$70,900.00 is to be apportioned 40% payable by the improvement district & 60% payable by the Water Utility Improvement Funds. The cost has been assessed on a fractional basis. (District IV)
- d. (470-043/448-89964) Construction of Water Distribution System No. 448-89964 TO SERVE HAMPTON SQUARE ADDITION, West of Maize, North of 37th Street North, as authorized by Resolution No. 04-299 rescinded by Resolution No. 07-366, adopted June 8, 2004 & June 26, 2007, and published June 11, 2004 & June 29, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$40,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

- e. (470-026/448-89974) Construction of Water Distribution System No. 448-89974 TO SERVE PRAIRIE POINTE & PRAIRIE POINTE 2ND ADDITIONS, North of 37th Street North, West of Maize, as authorized by Resolution No. 04-368 rescinded by Resolution 05-357, adopted July 20, 2004 & July 12, 2005, and published July 23, 2004 & July 16, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$71,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- f. (470-054/448-89979) Construction of Water Distribution System No. 448-89979 TO SERVE SHADY RIDGE ADDITION, South of Central, East of Ridge, as authorized by Resolution No. 04-307, adopted June 8, 2004, and published June 11, 2004. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$30,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- g. (470-047/448-90020) Construction of Water Distribution System No. 448-90020 TO SERVE WATERFRONT 4TH ADDITION, North of 13th, East of Webb, as authorized by Resolution No. 04-590 rescinded by Resolution 07-518, adopted November 2, 2004 & September 18, 2007, and published November 19, 2004 & September 21, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$26,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
- h. (470-988/448-90080) Construction of Water Distribution System No. 448-90080 TO SERVE UNPLATTED TRACTS "A" & "B", & CLIFTON COVE ADDITION, Along Clifton, from 63rd St. South to 55th St. South, as authorized by Resolution No. 05-608 rescinded by 06-452, rescinded by 08-379, adopted November 15, 2005, August 22, 2006, July 22, 2008, and published November 21, 2005, August 25, 2006, July 25, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$746,900.00 is to be apportioned 64.5% percent payable by the improvement district & 35.5 percent of the total cost payable by the City of Wichita from Water Department Water Utility Improvement Funds. The cost has been assessed on a fractional basis. (District III)
- i. (470-058/448-90107) Construction of Water Distribution System No. 448-90107 TO SERVE FALCON FALLS 2ND ADDITION, North of 45th Street North, West of Hillside, as authorized by Resolution No. 05-488, adopted October 4, 2005, and published October 7, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$61,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District I)
- j. (470-016/448-90116) Construction of Water Distribution System No. 448-90116 TO SERVE LILLIE 2ND ADDITION, South of Maple, West of Maize, as authorized by Resolution No. 05-532, rescinded by Resolution 06-404, rescinded by Resolution 07-367, adopted October 18, 2005, July 25, 2006 & June 26, 2007, and published

- October 21, 2005, July 28, 2006 & June 29, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$62,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- k. (470-045/448-90184) Construction of Water Distribution System No. 448-90184 TO SERVE BLACKSTONE ADDITION, East of 151st Street West, North of 13th, as authorized by Resolution No. 06-374, adopted June 27, 2006, and published June 30, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$66,600.00 is to be apportioned 71.76% payable by the improvement district & 28.24% payable by the City of Wichita Water Utility Improvement Funds. The cost has been assessed on a fractional basis. (District V)
 - l. (470-991/448-90195) Construction of Water Distribution System No. 448-90195 TO SERVE RAINBOW LAKES WEST ADDITION, South of Central, East of 135th Street West, as authorized by Resolution No. 06-215, adopted May 9, 2006, and published May 11, 2006. Petition for this improvement was signed by owners representing 91% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$97,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
 - m. (470-008/448-90205) Construction of Water Distribution System No. 448-90205 TO SERVE BELLECHASE ADDITION, East of 127th Street East, North of Harry, as authorized by Resolution No. 06-488, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$93,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
 - n. (470-005/448-90222) Construction of Water Distribution System No. 448-90222 TO SERVE SOUTH BROADWAY GARDENS & MIDLAND PARK ADDITIONS, South of 55th Street South, East of Broadway, as authorized by Resolution No. 06-438 rescinded by 08-009, rescinded by 08-360, adopted August 15, 2006, January 8, 2008, July 8, 2008, and published August 18, 2006, January 11, 2008, July 11, 2008. Petition for this improvement was signed by owners representing 57% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$105,300.00 is to be apportioned 94.3% payable by the improvement district & 5.7% payable by the Water Utility Fund. The cost has been assessed on a square foot basis. (District III)
 - o. (470-040/448-90225) Construction of Water Distribution System No. 448-90225 TO SERVE AVALON PARK 3RD & 4TH ADDITIONS, East of Tyler, North of 37th Street North, as authorized by Resolution No. 06-448, adopted August 22, 2006, and published August 25, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$86,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

- p. (470-018/448-90230) Construction of Water Distribution System No. 448-90230 TO SERVE SOUTHWEST PASSAGE & TURKEY CREEK 3RD ADDITIONS, UNPLATTED TRACTS A & B, Along Pawnee, West of 119th Street West, as authorized by Resolution No. 07-018 rescinded by Resolution 07-316, adopted January 9, 2007 & June 5, 2007, and published January 12, 2007 & June 7, 2007 corrected & republished June 18, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$162,500.00 is to be apportioned 50% payable by the improvement district & 50% payable by the City of Wichita Department of Water and Sewer. The cost has been assessed on a fractional basis. (District IV)
- q. (470-019/448-90231) Construction of Water Distribution System No. 448-90231 TO SERVE SOUTHWEST PASSAGE ADDITION, South of Pawnee, West of 119th Street West, as authorized by Resolution No. 07-019, adopted January 9, 2007, and published January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$61,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- r. (470-010/448-90235) Construction of Water Distribution System No. 448-90235 TO SERVE SOUTH BROADWAY GARDENS ADDITION, South of 55th Street South, East of Broadway, as authorized by Resolution No. 06-514, adopted October 3, 2006, and published October 6, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$15,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. (District III)
- s. (470-039/448-90238) Construction of Water Distribution System No. 448-90238 TO SERVE SILVERTON ADDITION, North of 13th Street North, West of 135th Street West, as authorized by Resolution No. 06-542, adopted October 17, 2006, and published October 20, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$122,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- t. (470-022/448-90242) Construction of Water Distribution System No. 448-90242 TO SERVE NORTHGATE ADDITION, North of 53rd Street North, West of Meridian, as authorized by Resolution No. 06-557, adopted October 24, 2006, and published October 26, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$131,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)
- u. (470-012/448-90247) Construction of Water Distribution System No. 448-90247 TO SERVE FOX RIDGE & FOX RIDGE 2ND ADDITIONS, North of 29th Street North, West of Tyler, as authorized by Resolution No. 06-582 rescinded by Resolution 07-329, adopted November 7, 2006 & June 5, 2007, and published November 10, 2006 & June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$46,200.00 is to be apportioned 100% payable

by the improvement district. The cost has been assessed on a fractional basis.
(District V)

- v. (470-015/448-90252) Construction of Water Distribution System No. 448-90252 TO SERVE BRENTWOOD SOUTH ADDITION, North of Pawnee, East of Webb, as authorized by Resolution No. 06-578, adopted November 7, 2006, and published November 10, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$63,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
- w. (470-057/448-90271) Construction of Water Distribution System No. 448-90271 TO SERVE TYLER'S LANDING 3RD ADDITION, South of 37th Street North, East of Tyler, as authorized by Resolution No. 07-002, adopted January 9, 2007, and published January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$61,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- x. (470-023/448-90272) Construction of Water Distribution System No. 448-90272 TO SERVE PIER 37 ADDITION, South of 37th Street North, West of Ridge, as authorized by Resolution No. 07-060, adopted February 6, 2007, and published February 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$131,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- y. (470-033/448-90282) Construction of Water Distribution System No. 448-90282 TO SERVE WILLOW CREEK EAST ADDITION, East of Greenwich, South of Harry, as authorized by Resolution No. 07-169, adopted March 13, 2007, and published March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$70,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
- z. (470-044/448-90301) Construction of Water Distribution System No. 448-90301 TO SERVE GRAY'S 6TH ADDITION, South of MacArthur, West of Hoover, as authorized by Resolution No. 07-334, adopted June 5, 2007, and published June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$43,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- aa. (470-046/448-90306) Construction of Water Distribution System No. 448-90306 TO SERVE FAWN GROVE at SUNSET LAKES ADDITION, South of Kellogg, West of Greenwich, as authorized by Resolution No. 07-440, adopted August 7, 2007, and published August 10, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008 in the amount of \$38,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

SEWER PROJECTS:

- bb. (480-944/468-83627) Construction of LATERAL 41, DISTRICT T, SANITARY SEWER NO. 12, North of 26th Street North, West of Grove, as authorized by Resolution No. 03-279, adopted June 3, 2003, and published June 6, 2003. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$67,300 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District I)
- cc. (480-697/468-83682) Construction of MAIN 15, SANITARY SEWER NO. 23, 61st St. N on the N, Arkansas Ave. on the E, 37th St. N on the S, & Meridian Avenue on the West, as authorized by Resolution No. 03-563, adopted October 21, 2003, and published October 24, 2003. Petition for this improvement was signed by owners representing 84% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$3,215,900 is to be apportioned 16% payable by the improvement district & 84% payable by the Sewer Utility Fund. The cost has been assessed on a square foot basis. (District VI)
- dd. (480-903/468-83715) Construction of LATERAL 95, MAIN 1, SOUTHWEST INTERCEPTOR SEWER, North of 55th Street South, West of Hydraulic, as authorized by Resolution No. 03-553 rescinded by Res. 06-598, adopted October 21, 2003 & November 14, 2006, and published October 24, 2003 & November 17, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$319,000 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District III)
- ee. (480-927/468-83826) Construction of LATERAL 4, MAIN 7, NORTHWEST INTERCEPTOR SEWER, West of Maize, North of 37th Street North, as authorized by Resolution No. 04-300, adopted June 8, 2004, and published June 11, 2004. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$52,200 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- ff. (480-936/468-83838) Construction of LATERAL 501, SOUTHWEST INTERCEPTOR SEWER, South of Central, East of Ridge, as authorized by Resolution No. 04-310, adopted June 8, 2004, and published June 11, 2004. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$36,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- gg. (480-837/468-83889) Construction of MAIN 4, NORTHWEST INTERCEPTOR SEWER, South of 21st, East of 151st Street West, as authorized by Resolution No.

- 05-485, adopted October 4, 2005, and published October 7, 2005 corrected & republished October 20, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$3,262,100 is to be apportioned 7.75% payable by the benefit district & 92.25% payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. The cost has been assessed on a square foot basis. (District V)
- hh. (480-931/468-83919) Construction of LATERAL 49, MAIN 24, WAR INDUSTRIES SEWER, North of 13th, East of Webb, as authorized by Resolution No. 04-592, adopted November 2, 2004, and published November 19, 2004. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$41,600 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
 - ii. (480-859/468-84022) Construction of LIFT STATION, MAIN 1, BOEING SANITARY SEWER, South of 63rd Street South, West of Clifton, as authorized by Resolution No. 05-603 rescinded by Res. 06-586, adopted November 15, 2005 & November 7, 2006, and published November 21, 2005 & November 10, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$583,200 is to be apportioned 25% payable by the improvement district & 75% payable by the City of Wichita. The cost has been assessed on a fractional basis. (District III)
 - jj. (480-882/468-84127) Construction of MAIN 19, FOUR MILE CREEK SEWER, North of 13th, West of 159th Street East, as authorized by Resolution No. 06-456 rescinded by Res. 07-283, adopted August 22, 2006 & May 1, 2007, and published August 25, 2006 & May 5, 2007 corrected & republished May 23, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$1,127,200 is to be apportioned \$123,000. payable by the improvement district & \$1,004,200. payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. The cost has been assessed on a fractional basis. (District II)
 - kk. (480-868/468-84168) Construction of LATERAL 39, MAIN 1, COWSKIN INTERCEPTOR SEWER, South of Central, East of 135th Street West, as authorized by Resolution No. 06-154, adopted March 28, 2006, and published March 31, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$210,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
 - ll. (480-883/468-84206) Construction of MAIN 20, FOUR MILE CREEK SEWER, North of 21st, West of 159th Street East, as authorized by Resolution No. 06-427, adopted August 15, 2006, and published August 18, 2006 corrected & republished August 25,

2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$715,200 is to be apportioned \$185,894. payable by the improvement district & \$529,306. payable by the City of Wichita Sewer Utility Fund. The cost has been assessed on a square foot basis. (District II)
- mm. (480-925/468-84216) Construction of LATERAL 26, MAIN 19, SOUTHWEST INTERCEPTOR SEWER, East of Tyler, North of 37th Street North, as authorized by Resolution No. 06-449 rescinded by Res. 07-318, adopted August 22, 2006 & June 5, 2007, and published August 25, 2006 & June 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$328,700 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District V)
- nn. (480-897/468-84228) Construction of LATERAL 12, MAIN 6, COWSKIN INTERCEPTOR SEWER, South of Pawnee, West of 119th Street West, as authorized by Resolution No. 07-021 rescinded by Res. 07-350, adopted January 9, 2007 & June 12, 2007, and published January 12, 2007 & June 15, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$167,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- oo. (480-921/468-84243) Construction of LATERAL 10, MAIN 4, NORTHWEST INTERCEPTOR SEWER, North of 13th Street North, West of 135th Street West, as authorized by Resolution No. 06-546, adopted October 17, 2006, and published October 20, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$371,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- pp. (480-901/468-84248) Construction of LATERAL 2, MAIN 15, SANITARY SEWER NO. 23, North of 53rd Street North, West of Meridian, as authorized by Resolution No. 06-562 rescinded by Res. 07-270, adopted October 24, 2006 & May 1, 2007, and published October 26, 2006 & May 3, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$405,700 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)
- qq. (480-902/468-84303) Construction of LATERAL 518, SOUTHWEST INTERCEPTOR SEWER, South of 37th Street North, West of Ridge, as authorized by Resolution No. 07-061 rescinded by Res. 07-217, adopted February 6, 2007 & April 3, 2007, and published February 13, 2007 & April 5, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$234,900 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

- rr. (480-919/468-84304) Construction of LATERAL 9, MAIN 15, SANITARY SEWER NO. 23, South of 53rd Street North, West of Meridian, as authorized by Resolution No. 07-090, adopted February 6, 2007, and published February 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$96,600 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District VI)
- ss. (480-909/468-84306) Construction of LATERAL 43, MAIN 15, SOUTHWEST Resolution No. 07-038, adopted February 6, 2007, and published February 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The INTERCEPTOR SEWER, East of Ridge, South of 29th Street North, as authorized by Statement of Cost approved July 15, 2008 in the amount of \$5,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. (District V)
- tt (480-972/468-84313) Construction of LATERAL 519, MBF 1, North of 47th Street South, West of Meridian, as authorized by Resolution No. 07-192, adopted March 13, 2007, and published March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$21,000 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- uu. (480-915/468-84332) Construction of LATERAL 15, MAIN 7, NORTHWEST INTERCEPTOR SEWER, West of Maize, South of 37th Street North, as authorized by Resolution No. 07-157, adopted March 6, 2007, and published March 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$35,900 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- vv. (480-916/468-84338) Construction of LATERAL 404, FOUR MILE CREEK SEWER, East of Greenwich, South of Harry, as authorized by Resolution No. 07-170 rescinded by 07-670, adopted March 13, 2007, December 4, 2007, and published March 16, 2007, December 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$248,500 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
- ww. (480-918/468-84343) Construction of LATERAL 14, MAIN 4, NORTHWEST INTERCEPTOR SEWER, North of 13th, West of 135th Street West, as authorized by Resolution No. 07-221 rescinded by Res. 07-405, adopted April 3, 2007 & July 17, 2007, and published April 5, 2007 & July 20, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$160,700 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

- xx.. (480-922/468-84345) Construction of LATERAL 15, MAIN 4, NORTHWEST INTERCEPTOR SEWER, North of 13th Street North, West of 135th Street West, as authorized by Resolution No. 07-229, adopted April 10, 2007, and published April 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$164,200 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- yy. (480-928/468-84360) Construction of LATERAL 523, SOUTHWEST INTERCEPTOR SEWER, South of MacArthur, West of Hoover, as authorized by Resolution No. 07-336 rescinded by Res. 07-477, adopted June 5, 2007 & August 14, 2007, and published June 7, 2007 & August 17, 2007 corrected & republished August 24, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$42,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- zz.. (480-930/468-84383) Construction of LATERAL 406, FOUR MILE CREEK SEWER, South of Kellogg, West of Greenwich, as authorized by Resolution No. 07-438, adopted August 7, 2007, and published August 10, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 15, 2008 in the amount of \$85,600 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

STORM WATER SEWER PROJECTS:

- aaa. (485-294/468-83978) Construction of SWD NO. 254, TO SERVE NORTH RIDGE VILLAGE ADDITION, North of 37th Street North, West of Ridge, as authorized by Resolution No. 05-142, adopted March 22, 2005, and published March 28, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$240,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- bbb. (485-299/468-83979) Construction of SWD NO. 255, TO SERVE NORTH RIDGE VILLAGE ADDITION, North of 37th Street North, West of Ridge, as authorized by Resolution No. 05-143, adopted March 22, 2005, and published March 28, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$140,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- ccc. (485-322/468-84151) Construction of SWD NO. 290, TO SERVE FOX RIDGE ADDITION, North of 29th Street North, West of Tyler, as authorized by Resolution No. 06-055, rescinded by 07-156, rescinded by 07-330, adopted February 14, 2006, March 6, 2007, June 5, 2007, and published February 17, 2006, March 8, 2007, June 7, 2007. Petition for this improvement was signed by owners representing 100% of

- the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$536,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- ddd. (485-310/468-84152) Construction of SWS NO. 621, TO SERVE PAWNEE MESA ADDITION, North of Pawnee, East of 119th Street West, as authorized by Resolution No. 06-122, adopted March 7, 2006, and published March 10, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$108,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a Square Foot basis. (District IV)
- eee. (485-323/468-84208) Construction of SWD NO. 298, TO SERVE LILLIE 2ND ADDITION, South of Maple, West of Maize, as authorized by Resolution No. 06-403, rescinded by 07-369, adopted July 25, 2006, June 26, 2007, and published July 28, 2006, June 29, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$183,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- fff. (485-325/468-84230) Construction of SWD NO. 301, TO SERVE SOUTHWEST PASSAGE ADDITION, South of Pawnee, West of 119th Street West, as authorized by Resolution No. 07-022, rescinded by 07-269, adopted January 9, 2007, May 1, 2007, and published January 12, 2007, May 3, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$165,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)
- ggg. (485-336/468-84253) Construction of SWD NO. 307, TO SERVE NORTHGATE ADDITION AND UNPLATTED TRACT B, North of 53rd Street North, West of Meridian, as authorized by Resolution No. 06-567, rescinded by 07-163, adopted October 24, 2006, March 13, 2007, and published October 26, 2006, March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$511,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)
- hhh. (485-328/468-84254) Construction of SWD NO. 308, TO SERVE NORTHGATE ADDITION, North of 53rd Street North, West of Meridian, as authorized by Resolution No. 06-568, rescinded by 07-312, adopted October 24, 2006, May 22, 2007, and published October 26, 2006, May 25, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$932,100.00 is to be apportioned 100%

- payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)
- iii. (485-340/468-84305) Construction of SWD NO. 316, TO SERVE JOHNSON COMMERCIAL CENTRE, South of 53rd Street North, West of Meridian, as authorized by Resolution No. 07-091, adopted February 6, 2007, and published February 8, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$144,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)
- jjj. (485-330/468-84323) Construction of SWD NO. 318, TO SERVE KRUG SOUTH ADDITION & KRUG SOUTH 2ND ADDITION, South of 21st Street, West of 143rd Street East, as authorized by Resolution No. 07-120, rescinded by 08-047, adopted February 13, 2007, February 7, 2008, and published February 15, 2007, February 8, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$340,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)
- kkk. (485-337/468-84335) Construction of SWS NO. 630, TO SERVE EC & LR COLES ADDITION TO CAREY PARK, HIXON AND KILLINGERS ADDITION, North of 29th Street North, West of Arkansas, as authorized by Resolution No. 07-161, adopted March 6, 2007, and published March 8, 2007. Petition for this improvement was signed by owners representing 50% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$84,700.00 is to be apportioned 50% payable by the improvement district. The cost has been assessed on a Square Foot basis. (District VI)
- III. (485-342/468-84353) Construction of SWD NO. 326, TO SERVE EDGE WATER ADDITION, South of 45th Street North, West of Hoover, as authorized by Resolution No. 07-288, rescinded by 07-450, rescinded by 08-207, adopted May 8, 2007, August 7, 2007, April 15, 2008, and published May 16, 2007, August 10, 2007, April 18, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$1,387,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)
- mmm. (485-346/468-84399) Construction of SWS NO. 633, TO SERVE REED COMMERCIAL ADDITION, South of 21st Street, East of 127th Street East, as authorized by Resolution No. 07-496, adopted September 11, 2007, and published September 14, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2008, in the amount of \$23,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: General Obligation Temporary Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Adopt the Resolution and place the Ordinance on first reading.

Background: The City finances capital projects in a variety of ways – one of those is cash or pay-as-you-go – to maintain a constant property tax levy. To utilize the pay-as-you-go method of financing, the City must first issue temporary notes and then retire those notes with cash from the Debt Service Fund.

Analysis: The City will issue and purchase General Obligation Improvement Temporary Notes, Series 227, dated November 10, 2008, in an amount not to exceed \$12,000,000. The proceeds of the Series 227 Temporary Notes will be used to provide financing for two City-at-large projects, Gander Mountain and the Warren Theatre.

Financial Considerations: The Series 227 Temporary Notes will mature December 10, 2008, and will be retired using cash from the Debt Service Fund.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements. The issuance of temporary notes provides the ability to finance improvements on a pay-as-you-go basis.

Legal Considerations: The Law Department has approved the authorizing Resolution and Ordinance prepared by Bond Counsel.

Recommendation/Action: It is recommended the City Council adopt the resolution authorizing the sale and purchase of General Obligation Temporary Note Series 227 and place the Ordinance on first reading.

Attachments: Resolution
Ordinance

ORDINANCE NO. 48-092

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 227 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$12,000,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the City of Wichita, Kansas (the “City”), is a city of the first class duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Definitions. All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

Section 2. Authorization of and Security for the Notes. It is hereby authorized, ordered and directed that in order to provide the necessary funds for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation improvement temporary notes of the City (the “Notes”). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 3. Terms, Details and Conditions of the Notes. The Notes shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Note Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

Section 4. Levy and Collection of Annual Tax. To the extent the principal of and interest on the Notes are not paid from other legally available funds of the City, the Governing Body hereby covenants to provide for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes.

Section 5. Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

The City shall act as Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payments of the principal of and interest on the Notes to the registered owners in the manner set forth in Section 2.04 of the Note Resolution.

Section 6. Further Authority. The Governing Body hereby authorizes orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes.

Section 7. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

[Remainder of This Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on October 21, 2008.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

RESOLUTION NO. 08-478

OF THE

CITY OF WICHITA, KANSAS

AS ADOPTED OCTOBER 21, 2008

AUTHORIZING THE ISSUANCE OF

\$12,000,000

GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES

SERIES 227

(TAXABLE UNDER FEDERAL LAW)

DATED NOVEMBER 10, 2008

TABLE OF CONTENTS

Title	1
Recitals	1

ARTICLE I DEFINITIONS

Section 1.01	Definitions of Words and Terms	2
--------------	--------------------------------	---

ARTICLE II AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

Section 2.01	Authorization of and Security for Notes	7
Section 2.02	Description and Details of Notes	7
Section 2.03	Designation of Paying Agent and Note Registrar	7
Section 2.04	Method and Place of Payment of Principal and Interest on Notes	7
Section 2.05	Method of Execution and Authentication of Notes	8
Section 2.06	Payment of Costs of Notes	8
Section 2.07	Form of Notes	8
Section 2.08	Registration, Transfer and Exchange of Notes	9
Section 2.09	Mutilated, Lost, Stolen or Destroyed Notes	9
Section 2.10	Surrender and Cancellation of Notes	10
Section 2.11	Execution and Delivery of Notes	10

ARTICLE III FUNDS AND ACCOUNTS

Section 3.01	Creation of Funds and Accounts	10
Section 3.02	Administration of Accounts	10

ARTICLE IV
APPLICATION OF NOTE PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS

Section 4.01	Application of Note Proceeds	11
Section 4.02	Disposition of Principal and Interest Account	11
Section 4.03	Withdrawals from Principal and Interest Account; Transfer of Funds to Paying Agent	11
Section 4.04	Surplus in Principal and Interest Account	11
Section 4.05	Disposition of Improvement Account	12
Section 4.06	Withdrawals from Improvement Account	12
Section 4.07	Surplus in Improvement Account	12
Section 4.08	Substitution of Improvements	12

ARTICLE V
DEPOSITS AND INVESTMENT OF MONEYS

Section 5.01	Deposits	12
Section 5.02	Investments	12

ARTICLE VI
PROVISION FOR PAYMENT OF NOTES

Section 6.01	Levy and Collection of Annual Taxes	13
Section 6.02	Disposition of Taxes; Untimely Receipt	13

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.01	Resolution Constitutes Contract; Remedies of Owners	13
Section 7.02	Rights of Owners; Limitations	14
Section 7.03	Remedies Cumulative; Delay or Omission Not Waiver	14

ARTICLE VIII
AMENDMENTS

Section 8.01	Amendments	15
--------------	------------	----

Section 8.02	Written Evidence of Amendments	15
--------------	--------------------------------	----

ARTICLE IX
DEFEASANCE

Section 9.01	Defeasance	16
--------------	------------	----

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01	Severability	16
---------------	--------------	----

Section 10.02	Further Authority	16
---------------	-------------------	----

Section 10.03	Governing Law	17
---------------	---------------	----

Section 10.04	Effective Date	17
---------------	----------------	----

Signatures		18
------------	--	----

Schedule I:	The Improvements	
-------------	------------------	--

Exhibit A	Additional Terms of the Notes	
-----------	-------------------------------	--

RESOLUTION NO. 08-478

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 227 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$12,000,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”), pursuant to Ordinance No. __-__ duly passed October 21, 2008 (the “Note Ordinance”), has authorized the issuance of the Notes in the aggregate principal amount of \$12,000,000 and provided for the levy and collection of an annual tax, if necessary, for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described on **Schedule I** which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements as listed on **Schedule I** are herein collectively referred to as the “Improvements”) and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), K.S.A. 10-101 *et seq.*, K.S.A. 10-123. K.S.A. 13-1024c and Charter Ordinance No. 156, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized and the Notes are issued.

“Authentication Date” shall mean the date on which a Note is registered and authenticated by the Note Registrar as shown on a Certificate of Authentication printed on the Note.

“Authorized Investments” shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

- (A) For all purposes, including as defeasance investments in refunding escrow accounts:
 - (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or
 - (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (B) For all purposes other than defeasance investments in refunding escrow accounts:
 - (1) Obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farmers Home Administration
 - General Services Administration
 - U. S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U. S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration;

- (2) Bonds, notes or other evidences of indebtedness rated “AA” by Standard & Poor’s, a Division of the McGraw-Hill Companies (“S&P”) and “Aa2” by Moody’s Investor Services (“Moody’s”) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;
- (3) Investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;
- (4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;
- (5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody’s or S&P;
- (6) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and
- (7) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.

- (C) The value of the above investments shall be determined as of the end of each month. (See the definition of “Value” herein.)

“Bond Counsel” shall mean Kutak Rock LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“City” shall mean the City of Wichita, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk’s absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

“Costs of Issuance” shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Paying Agent and Note Registrar, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

“Date of Issuance” shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

“Dated Date” shall mean the dated date of the Notes which is November 10, 2008.

“Director of Finance” shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance’s absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

“Fiscal Year” shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

“Governing Body” shall mean the duly elected and/or appointed and acting persons comprising the City Council of the City.

“Government Obligations” means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Improvement Account” shall mean the Improvement Account for the Improvements created by Article III hereof.

“Improvement Costs” shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an

ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State law.

“Improvements” shall mean the newly commenced capital improvements constructed in the City as described on Schedule I hereto or any Substitute Improvements.

“Interest Payment Dates” shall be December 10, 2008.

“Maturity Date” means December 10, 2008.

“Mayor” shall mean the duly elected and acting Mayor of the City or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Note Ordinance” means the ordinance of the City authorizing the issuance of the Notes as further described on Exhibit A to this Resolution.

“Note Registrar” shall mean the City, or such other entity maintaining Registration Books on behalf of the City as set forth in **Section 2.03** hereof, and its successors and assigns.

“Noteowner(s)” shall mean the Owner(s) of the Notes.

“Notes” shall mean the \$12,000,000 original principal amount of General Obligation Improvement Temporary Notes, Series 227 (Taxable Under Federal Law), dated as of November 10, 2008, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

“Original Purchaser” means the original purchaser of the Notes described on Exhibit A to this Resolution.

“Outstanding,” when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Paying Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Paying Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner(s)” or “Registered Owner(s)” shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained on behalf of the City.

“Paying Agent” shall mean the City, or such other entity acting on behalf of the City as Paying Agent for the Notes as set forth in **Section 2.03** hereof, and its successors and assigns.

“Principal and Interest Account” shall mean the Principal and Interest Account created within the City’s Capital Project Fund pursuant to Article III hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

“Principal Payment Date” shall mean the Maturity Date.

“Purchase Price” means the original purchase price of the Notes described on Exhibit A to this Resolution.

“Record Date” shall mean fifteen days prior to the Maturity Date.

“Registration Books” shall mean the books maintained on behalf of the City by the Note Registrar for the registration and transfer from time to time of the ownership of the Notes.

“Resolution” or “Note Resolution” shall mean this Resolution adopted by the Governing Body of the City on October 21, 2008, prescribing the terms and details of the Notes.

“State” shall mean the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements authorized pursuant to **Section 4.08** of this Resolution.

“Value” shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

- (A) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination,
- (B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and
- (C) As to certificates of deposit and banker’s acceptances — the face amount thereof, plus accrued interest.

ARTICLE II
AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES

Section 2.01 Authorization of and Security for Notes. Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to provide interim financing for the Improvements, there shall be issued general obligation improvement temporary notes of the City (the “Notes”). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

Section 2.02 Description and Details of Notes. The Notes shall be issued in the total principal amount of \$12,000,000, and shall be designated “City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 227 (Taxable Under Federal Law).” The Notes shall be issued in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on Exhibit A to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date. The Notes shall not be subject to call for redemption and payment prior to the Maturity Date.

Section 2.03 Designation of Paying Agent and Note Registrar. Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

The City shall act as the Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payments of principal and interest on the Notes to the Owner in the manner set forth in the following **Section 2.04**. The Note Registrar shall maintain Registration Books for the ownership of the Notes on behalf of the City.

Section 2.04 Method and Place of Payment of Principal and Interest on Notes. Principal of and interest on the Notes shall be payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of debts due in the United States of America. Principal of and interest on the Notes shall be paid to the Owner of each Note upon presentation and surrender of the Note on the Maturity Date at the principal office of the Paying Agent. The Paying Agent shall maintain at its offices a record of the payment of principal and interest on the Notes.

Section 2.05 Method of Execution and Authentication of Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in her office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

Notwithstanding the provisions of the foregoing paragraph regarding the manner of and the method for the execution, registration and countersigning of the Notes, as a condition precedent to the authentication of the Notes by the Note Registrar and the issuance and delivery of the Notes to the Original Purchaser, one or more of the aforesaid signatures required to appear on the Notes shall be by manual signature of one or more of the aforementioned officials.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Note Registrar, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Note Registrar manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution. For the initial delivery of the Notes, which will consist of one certificate, the Notes shall be authenticated by the City Clerk.

Section 2.06 Payment of Costs of Notes. The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

Section 2.07 Form of Notes. The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a

recital that they are issued under the authority of the Act and for the interim financing of costs in connection with the Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

Section 2.08 Registration, Transfer and Exchange of Notes. The Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Note Registrar. Upon the surrender for transfer of any certificated Note at its office, the Note Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation. Prior to delivery of any new Note(s) to the transferee, the Note Registrar shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

The certificates representing the Notes shall be numbered in such manner as the Note Registrar shall determine.

Section 2.09 Mutilated, Lost, Stolen or Destroyed Notes. In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Note Registrar shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any

mutilated Note, such mutilated Note shall first be surrendered to the Note Registrar, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Note Registrar and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Note Registrar. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

Section 2.10 Surrender and Cancellation of Notes. Whenever any Outstanding Note shall be delivered to the Note Registrar after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Note Registrar and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Note Registrar to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

Section 2.11 Execution and Delivery of Notes. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Note Registrar for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

ARTICLE III **FUNDS AND ACCOUNTS**

Section 3.01 Creation of Funds and Accounts. Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

- (A) Improvement Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 227; and
- (B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 227, to be created within the City's Capital Project Fund.

Section 3.02 Administration of Accounts. The accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

ARTICLE IV
**APPLICATION OF NOTE PROCEEDS;
DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS**

Section 4.01 Application of Note Proceeds. Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by Article III of this Resolution, as follows:

- (A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes, and the portion of the Purchase Price which represents the premium, if any, paid on the Notes; and
- (B) The balance of the proceeds to the Improvement Account.

Section 4.02 Disposition of Principal and Interest Account. Moneys deposited in the Principal and Interest Account from the proceeds of the Notes, as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Note Registrar.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designed for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

Section 4.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Paying Agent. The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Paying Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date together with such sum as may be required to pay the fees and charges of the Paying Agent, if any, for acting in such capacity, and the sum for charges of the Paying Agent shall be forwarded to the Paying Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Paying Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Paying Agent in trust for and on behalf of the Owners of the Notes.

Section 4.04 Surplus in Principal and Interest Account. Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

Section 4.05 Disposition of Improvement Account. Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

Section 4.06 Withdrawals from Improvement Account. Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

Section 4.07 Surplus in Improvement Account. All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

Section 4.08 Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE V **DEPOSITS AND INVESTMENT OF MONEYS**

Section 5.01 Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

Section 5.02 Investments. Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall accrue to and become a part of such originating fund or account. The Value of the investments held in the

funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month.

ARTICLE VI

PROVISION FOR PAYMENT OF NOTES

Section 6.01 Levy and Collection of Annual Taxes. Pursuant to the Note Ordinance, to the extent the principal of and interest on the Notes are not paid from other legally available funds of the City, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes.

Section 6.02 Disposition of Taxes; Untimely Receipt. The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01 Resolution Constitutes Contract; Remedies of Owners. The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the constitution and laws of the State;
- (B) By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

- (C) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

Section 7.02 Rights of Owners; Limitations. The covenants and agreements of the City contained herein, in the Note Ordinance and in the Notes shall be for the equal benefit, protection and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

Section 7.03 Remedies Cumulative; Delay or Omission Not Waiver. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

ARTICLE VIII **AMENDMENTS**

Section 8.01 Amendments. The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect

the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

- (A) Extend the Maturity Date of any Note;
- (B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;
- (C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or
- (D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Section 8.02 Written Evidence of Amendments. Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Note Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Note or the prospective purchaser or owner of any Note, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Note Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE IX **DEFEASANCE**

Section 9.01 Defeasance. When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Paying Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Paying Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE X **MISCELLANEOUS PROVISIONS**

Section 10.01 Severability. In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 10.02 Further Authority. The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for

and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes.

Section 10.03 Governing Law. This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

Section 10.04 Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

(The Remainder of This Page Was Intentionally Left Blank)

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas,
on October 21, 2008.

Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

SCHEDULE I
THE IMPROVEMENTS

EXHIBIT A

ADDITIONAL TERMS OF THE NOTES

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below:

“Note Ordinance” shall mean Ordinance No. __-__ of the City, passed by the Governing Body on October 21, 2008, and authorizing and providing for the issuance of the Notes.

“Original Purchaser” means the City of Wichita, Kansas.

“Purchase Price” for the Notes shall be the par value of the Notes plus accrued interest, if any, to the date of delivery.

Interest Rate. The Notes shall bear interest at the rate of 3.5% per annum.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: 2009 Health Program Working Rates

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the 2009 health program working rates.

Background: The City uses a Health Insurance Advisory Committee (HIAC) to monitor health insurance programs for employees, and recommend new/renewal programs or changes in health coverage and cost, as required. The Committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International, Teamsters unions, as well as the (non-union) Employees Council and Management staff.

Analysis: On November 21, 2007, the City Council approved a three-year 2007-2009 Self-Insured quote from Coventry Health Care Insurance, Inc. and authorized staff to negotiate a Third Party Agreement (TPA) with Coventry to be effective January 1, 2007. The City Council also approved a new “low option” Select PPO plan recommended by the Health Insurance Advisory Committee. The Select PPO Plan is strictly a voluntary plan and was provided so that employees had more choice.

Because the City’s health plan is Self-Insured, the City must establish “working rates” as opposed to premiums. The City health and benefit consultant, Aon Consulting has calculated the 2009 working rates for the City’s Premium PPO Health Plan and the lower cost Select PPO Health Plan. The Premium PPO Health Plan rates are based on actual claims paid through June 30, 2008, assumes a group specific 8% annual medical/RX trend, a 4% increase to the base administrative fee, an 18% increase in stop loss fees and continuation of Step Therapy on new prescriptions. The Select PPO Health Plan rates are based on the same underwriting factors used for the Premium Plan.

Financial Considerations: Based on these factors Aon Consulting, Inc. recommends a 2% increase (**including Vision**) to the 2009 working rates for the existing Premium PPO Health Plan and the Select PPO Health Plan. National trend for PPO Health Plans are over a 10% increase. Aon Consulting recommends the following contribution structure for 2009 for the Premium PPO Health Plan and the Select PPO Health Plan. On September 22, 2008, the Health Insurance Advisory Committee voted 9-0 to approve the 2009 working rates for both health care plans using a two-tiered rate system for 2009. The Health Insurance Advisory Committee recommends all City employees be surveyed to determine if they wish to have a two-tiered health plan or a three-tiered health in 2010 when the City will issue a competitive Request for Proposal for a Third Party Administrator (TPA) for the City’s Self-Insured Health Plan.

	2008-CURRENT*			2009-PROPOSED*			Cost Change	
	Monthly Rate	City Cost	Employee Cost	Monthly Rate	City Cost	Employee Cost	Monthly Rate	%
PREMIUM PPO								
INDIVIDUAL	\$347.63	\$278.09	\$69.54	\$354.27	\$283.39	\$70.88	\$6.64	2%
FAMILY	\$1039.83	\$831.85	\$207.98	\$1,059.32	\$847.44	\$211.88	\$19.49	2%
SELECT PPO								
INDIVIDUAL	\$286.84	\$264.86	\$21.98	\$292.53	\$269.96	\$22.56	\$5.69	2%
FAMILY	\$857.45	\$792.13	\$65.32	\$874.08	\$807.10	\$66.98	\$16.63	2%

*These rates include vision coverage.

If the 2009 working rates are approved, they are within the approved 2009 budget for Group Health Care. Employees who do not specifically enroll in the Select PPO Plan will automatically remain in the existing Premium PPO Plan.

A financial summary of Coventry Health Care of Kansas, Inc. is on file in the Department of Finance.

Goal Impact: The employee health insurance program is a part of the Internal Perspective goal. The Self-Insured health and prescription drug programs are also a part of the City's strategic plan to combine employee wellness programs, self-insured health and Rx plans and fully-insured benefit plans to minimize future insurance premium increases for the employee and the City and improve the long-term health of City employees.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council accept the recommendation of the Health Insurance Advisory Committee and approve the 2009 working rates for the Premium PPO Health Plan and the voluntary Select PPO Health Plan.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Ordinance Changes to the Fuel-Burning Fireplace Equipment Code
(City Code Title 22.06)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: The Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boilers (Mechanical Board) and the Office of Central Inspection recommend that the attached ordinance amending the City of Wichita's Fuel-Burning Fireplace Equipment Code - Title 22.06 of the City Code - be approved.

Background: The current City of Wichita Fuel-Burning Fireplace Equipment Code has not been significantly amended for over twenty years. The current Code focuses primarily on solid fuel fireplaces (wood and pellets), and does not adequately define and regulate more recent fireplace technologies and equipment (particularly gas-fired equipment and gas fireplace inserts, which are predominant in today's fireplace and building industry). Required fireplace installer testing and certification standards for licensed City of Wichita fireplace companies and installers also need to be updated.

Over the past five (5) to six (6) months, the Mechanical Board, in conjunction with Office of Central Inspection and Law Department staff, has prepared recommended amendments to the City's Fuel-Burning Fireplace Equipment Code. During this process, the Board and staff have invited Wichita licensed fireplace companies and installers, as well as Wichita licensed mechanical companies that perform fireplace installations, to participate in the Board's Code review and amendment discussion. The Board's review of the Fuel-Burning Fireplace Equipment Code was also publicized in the Office of Central Inspection's CINCH (Construction Industry News from City Hall) newsletter. Several licensed fuel burning equipment and mechanical company representatives actively participated in the review.

Analysis: The proposed Fuel-Burning Fireplace Equipment Code amendments (in delineated ordinance form) were unanimously recommended for adoption by the Mechanical Board during the Board's August 28, 2008 meeting. The recommended ordinance amendments are summarized below.

- § **Section 22.06. 010:** This section is amended to add new definitions for "gas fireplace equipment" and "gas fireplace contractor", and to clarify what constitutes fuel-burning fireplace equipment.
- § **Section 22.04.020:** This section is amended to require fireplace businesses and installers/supervising installers to obtain certification from the National Fireplace Institute (NFI) as a Fireplace Gas Specialist, Fireplace Wood-Burning Specialist and/or Fireplace Pellet Specialist. The NFI examination and certification replaces the previous City of Wichita locally developed and administered "Solid Fuel Contractor" examination and certification; individuals holding a current City of Wichita "Solid Fuel Contractor" certificate are required to obtain required NFI certification within two (2) years of ordinance publication. This section is also amended to exempt master and journeyman level mechanical certificate holders who install fuel-burning fireplace equipment from additional fuel-burning certification. Finally, this section establishes a minimum supervision ratio of one (1) certified master or journeyman level installer for every three (3) uncertified apprentice installers on a job or job site.
- § **Section 22.04.030:** This section is amended to set forth the various classifications for fuel-burning fireplace equipment businesses and certificates, and makes it unlawful for a business or individual to engage in the installation, repair or replacement of fireplace equipment without a valid license or proper certification.

§ **Section 22.04.040:** This section is amended to add requirements for fuel-burning fireplace equipment bi-annual continuing education for fuel-burning fireplace equipment certificate holders, similar to continuing education requirements for other Wichita trade certificate holders (electrical, plumbing, mechanical, lawn irrigation, drain layers, etc.).

§ **Sections 22.04.060, .065 and .066:** These sections are amended to require businesses in the new category of “gas fireplace contractor” to have the same business license and minimum insurance coverage currently required for both Wichita licensed solid fuel contractors (and all other Wichita licensed contractors).

Financial Considerations: There are no costs to the City associated with the adoption of the amended ordinance. Permit, contractor license and trade certificate fees are not changed.

Goal Impact: On January 24, 2006, the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The proposed Fuel-Burning Fireplace Equipment Code ordinance amendments support the “Provide a Safe and Secure Community” goal by ensuring that fuel-burning fireplace equipment contractors and installers: (1) obtain appropriate testing, training, certification and insurance; (2) obtain proper permits and installation inspections; and (3) provide adequate job site and installation supervision.

Legal Considerations: The recommended ordinance revisions have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve first reading of the ordinance amending the Fuel-Burning Fireplace Equipment Code (Title 22.06 of the Code of the City of Wichita).

CLEAN

09/22/08

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 22.06.010, 22.06.020, 22.06.030, 22.06.040, 22.06.050, 22.06.060, 22.06.065 AND 22.06.066 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FUEL BURNING FIREPLACE EQUIPMENT AND REPEALING THE ORIGINALS OF SAID SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 22.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (1) 'Solid fuel-burning equipment for the purpose of this chapter, means any factory-built fireplace, including chimney liners, vents and connectors, fireplace inserts (non-gas) and free-standing fireplace stoves which use wood, pellets or coal for fuel.

(2) 'Gas fireplace equipment' shall mean gas fireplaces, including chimney liners, vents and connectors, fireplaces with gas starters, and direct or natural vent fireplaces.

(3) 'Gas fireplace contractor' shall mean any individual who has been duly qualified by the Office of Central Inspection to engage in or work in the trade of installing, repairing or replacing gas fireplace equipment.

(4) 'Solid Fuel Contractor,' for the purpose of this chapter, means any individual who has been duly qualified by the Office of Central Inspection to engage in or work at the trade of installing, repairing or replacing solid fuel-burning equipment."

SECTION 2. Section 22.06.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Certificate--Examination required. (a) It is unlawful for any person in the business of installing, repairing or altering solid fuel-burning or gas fireplace equipment in the City, unless and until a certificate has been obtained therefore, and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of this code. Apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman solid fuel or gas fireplace contractor, who shall be responsible for the work done by the apprentice. There shall be a maximum of three apprentices per one master or journeyman.

(b) Any person desiring to engage in or work at the business of installing, repairing or altering solid fuel-burning equipment or gas fireplace equipment shall make application to the Office of Central Inspection for a certificate.

(c) No certificate shall be issued to any individual who is not certified by the National Fire Institute in one or more of the following areas:

- (1) NFI Gas Specialist
- (2) NFI Wood-burning Specialist
- (3) NFI Pellet Specialist

(d) A journeyman's certificate shall not be issued to any individual with less than one year's experience as an apprentice.

Individuals wanting a master's certificate for gas fireplace and solid fuel shall be required to be certified by the National Fire Institute as both a gas and wood-burning specialist.

(e) Individuals holding a SF certificate, which was issued based on passing the City of Wichita's examination, shall have two years from date of publication of this ordinance to obtain certification from the National Fireplace Institute.

(f) Individuals holding a journeyman or master's mechanical (A-C) certificate are not required to obtain a SF-P, SF-W or GF certificate to install solid fuel or gas fireplace equipment."

SECTION 3. Section 22.06.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Certificate--Classification. (a) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing solid fuel wood-burning equipment shall be known as a class 'SF-W' certificate and shall authorize such individual, upon his complying with Section 22.06.060, to engage in such business.

(b) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing solid fuel pellet-burning equipment shall be known as a class 'SF-P' certificate and shall authorize such individual, upon his complying with Section 22.06.060, to engage in such business.

(c) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing gas fireplace equipment shall be known as a class 'GF' certificate and shall authorize such individual, upon his complying with Section 22.06.060, to engage in such business.

(d) It shall be unlawful for any individual or contractor to engage in the business of installing, repairing or replacing solid fuel-burning equipment in the city, unless and until a certificate has been obtained therefor and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of the Code of the City of Wichita, Kansas.

(e) It shall be unlawful for any individual or contractor to engage in the business of installing, repairing or replacing gas fireplace equipment in the city, unless and until a certificate has been obtained therefor and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of the Code of the City of Wichita, Kansas.”

SECTION 4. Section 22.06.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Certificates--Fees--Expiration--Duration. (a) The fee for each examination and original certificate of class ‘SF-W’, ‘SF-P’ or ‘GF’ shall be established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment of a fee established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All certificates shall expire on the thirty-first day of December of each odd-number year and no reduction shall be made for part of the year being elapsed. Certificates which have not been renewed by March 1st after their expiration may be subject to reexamination and/or board appearance prior to reissuance of a certificate.

(b) All applicants for renewal must provide written proof of having completed bi-annually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee. Continuing education may be provided by the Office of Central Inspection or a nationally recognized trade association, community college, technical school or technical college.”

SECTION 5. Section 22.06.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Application of related provisions of this code and additional codes adopted by reference.

All solid fuel-burning equipment and gas fireplace equipment installations, repairs or replacements shall comply with existing laws and ordinances as contained in the following parts of this code and any other that may apply:

Mechanical Code – Chapter 22

Plumbing Code – Chapter 21

Electrical Code -- Chapter 19

Building Code – Chapter 18.”

SECTION 6. Section 22.06.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“License requirement. Anyone engaging or desiring to engage in the business of installing, repairing or replacing solid fuel-burning equipment or gas fireplace equipment and who has been qualified and approved to do so by the office of central inspection as required by this Code, shall before obtaining any permits or transacting any business, procure a license therefor, from the license collector of the city, which license shall expire on December 31st of the year in which it was issued. No license shall be transferred from one person to another. The fee for such license shall be one hundred dollars.

SECTION 7. Section 22.06.065 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Insurance required. Every solid fuel and gas fireplace contractor licensed under this title shall procure and maintain a policy of general liability insurance covering the activities of the solid fuel or gas fireplace contractor while engaged in contracting hereunder. Such insurance policy shall be written with an insurance company licensed to do business in the state of Kansas and shall have minimum limits of coverage of three hundred thousand dollars per occurrence. In addition, every such solid fuel or gas fireplace contractor shall procure and maintain worker's compensation insurance as required by law and automobile liability insurance as required by law. Every contractor licensed under this title shall, prior to the issuance of a license file with the office of central inspection certificates of insurance evidencing the insurance coverage specified herein. All such certificates shall indicate that the City of Wichita shall be given at least thirty days advance written notice of any cancellation or material in coverage of such insurance. Failure of a solid fuel or gas fireplace contractor to either procure or maintain such insurance shall be a violation of law punishable as a general misdemeanor and shall be grounds for suspension or revocation of the contractor's license and certificate.

SECTION 8. Section 22.06.066 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Truth in advertising requirements. Any person, firm or corporation required by this title to obtain a solid fuel or gas fireplace contractor's license shall be subject to the following:

(a) It shall be unlawful for any such person, firm or corporation to advertise as a solid fuel or gas fireplace contractor unless, at the time such advertisement occurs, such person, firm or corporation has a valid solid fuel or gas fireplace contractor's license issued under the provisions of this chapter;

(b) Any advertisement by such person, firm or corporation as a solid fuel or gas-fireplace contractor which is placed or published in any publication or other print medium circulated, displayed or distributed within the city limits or which is broadcast by radio or television or any other means to persons within the city limits shall include the full name of the licensed person, firm or corporation and the license number assigned by the office of central inspection to such person, firm or corporation.

(c) As used in this section, the words "advertised" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, any other printed or written material designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons, or any broadcast statement designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page listings."

SECTION 9. The originals of Sections 22.06.010, 22.06.020, 22.06.030, 22.06.040 22.06.050, 22.06.060, 22.06.065 and 22.06.066 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 22.06.010, 22.06.020, 22.06.030, 22.06.040, 22.06.050, 22.06.060, 22.06.065 AND 22.06.066 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FUEL BURNING FIREPLACE EQUIPMENT AND REPEALING THE ORIGINALS OF SAID SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 22.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (1) 'Solid fuel-burning equipment ~~and gas fired appliances,~~' for the purpose of this chapter, means any factory-built fireplace, including chimney liners, vents and connectors, fireplace inserts (non-gas) and free-standing fireplace stoves which use wood, pellets or coal for fuel ~~or gas fuel appliances (non-duct type furnaces).~~

(2) 'Gas fireplace equipment' shall mean gas fireplaces, including chimney liners, vents and connectors, fireplaces with gas starters, and direct or natural vent fireplaces.

(3) 'Gas fireplace contractor' shall mean any individual who has been duly qualified by the Office of Central Inspection to engage in or work in the trade of installing, repairing or replacing gas fireplace equipment.

~~(2)~~ (4) 'Solid Fuel Contractor,' for the purpose of this chapter, means any individual who has been duly qualified by the Office of Central Inspection to engage in or work at the trade of installing, repairing or replacing solid fuel-burning equipment ~~or gas fuel appliances (non-duct type furnaces).~~"

SECTION 2. Section 22.06.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Certificate--Examination required. (a) It is unlawful for any person in the business of installing, repairing or altering solid fuel-burning or gas fireplace equipment in the City, unless and until a certificate has been obtained therefore, and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of this code. Apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman solid fuel or gas fireplace contractor, who shall be responsible for the work done by the apprentice. There shall be a maximum of three apprentices per one master or journeyman.

(b) Any person desiring to engage in or work at the business of installing, repairing or altering solid fuel-burning equipment or gas fireplace equipment ~~fuel appliances (non-duct type furnaces)~~

shall make application to the Office of Central Inspection for a certificate ~~and shall at such time be directed, and be subjected to an examination as to his or her qualifications.~~

(c) No certificate shall be issued to any individual who is not certified by the National Fire Institute in one or more of the following areas:

- (1) NFI Gas Specialist
- (2) NFI Wood-burning Specialist
- (3) NFI Pellet Specialist

(d) A journeyman's certificate shall not be issued to any individual with less than one year's experience as an apprentice.

Individuals wanting a master's certificate for gas fireplace and solid fuel shall be required to be certified by the National Fire Institute as both a gas and wood-burning specialist.

(e) Individuals holding a SF certificate, which was issued based on passing the City of Wichita's examination, shall have two years from date of publication of this ordinance to obtain certification from the National Fireplace Institute.

(f) Individuals holding a journeyman or master's mechanical (A-C) certificate are not required to obtain a SF-P, SF-W or GF certificate to install solid fuel or gas fireplace equipment."

SECTION 3. Section 22.06.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Certificate--Classification. (a) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing solid fuel wood-burning equipment ~~and gas fuel appliances (non-duet type furnaces)~~ shall be known as a class "~~SG~~" 'SF-W' certificate and shall authorize such individual, upon his complying with Section 22.06.060 ~~regarding licenses and bonds~~, to engage in such business.

(b) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing solid fuel pellet-burning equipment ~~and gas fuel appliances (non-duet type furnaces)~~ shall be known as a class "~~SG~~" 'SF-P' certificate and shall authorize such individual, upon his complying with Section 22.06.060 ~~regarding licenses and bonds~~, to engage in such business.

(c) The certificate issued to an individual wishing to engage in the business of installing, repairing or replacing gas fireplace equipment ~~solid fuel burning equipment and gas fuel appliances (non-duet type furnaces)~~ shall be known as a class "~~SG~~" 'GF' certificate and shall authorize such individual, upon his complying with Section 22.06.060 ~~regarding licenses and bonds~~, to engage in such business.

~~(d) After August 1, 1983, it~~ It shall be unlawful for any individual or contractor to engage in the business of installing, repairing or replacing solid fuel-burning equipment in the city, unless and until a certificate has been obtained therefor and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of the Code of the City of Wichita, Kansas.

(e) It shall be unlawful for any individual or contractor to engage in the business of installing, repairing or replacing gas fireplace equipment in the city, unless and until a certificate has been obtained therefor and a license has been issued for such business and a permit has been issued for such work, all in accordance with the provisions of the Code of the City of Wichita, Kansas.”

SECTION 4. Section 22.06.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Certificates--Fees--Expiration--Duration. (a) The fee for each examination and original certificate of class ~~“SG”~~ ‘SF-W’, ‘SF-P’ or ‘GF’ shall be established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment of a fee established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All certificates shall expire on the thirty-first day of December of each ~~year- odd-number year~~ and no reduction shall be made for part of the year being elapsed. Certificates which have not been renewed by March 1st after their expiration ~~shall~~ may be subject to reexamination and/or board appearance prior to reissuance of a certificate.

(b) All applicants for renewal must provide written proof of having completed bi-annually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee. Continuing education may be provided by the Office of Central Inspection or a nationally recognized trade association, community college, technical school or technical college.”

SECTION 5. Section 22.06.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Application of related provisions of this code and additional codes adopted by reference.

All solid fuel-burning equipment and gas ~~fuel appliances (non-duct type furnaces)~~ fireplace equipment installations, repairs or replacements shall comply with existing laws and ordinances as contained in the following parts of this code and any other that may apply:

Mechanical Code – Chapter 22

Plumbing Code – Chapter 21

Electrical Code -- Chapter 19

Building Code – Chapter 18.”

SECTION 6. Section 22.06.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“License requirement and bonds. Anyone engaging or desiring to engage in the business of installing, repairing or replacing solid fuel-burning equipment or gas ~~fuel appliances (non-duct type furnaces)~~ fireplace equipment and who has been qualified and approved to do so by the office of central inspection as required by this Code, shall before obtaining any permits or transacting any business, procure a license therefor, from the license collector of the city, which license shall expire on December 31st of the year in which it was issued. No license shall be transferred from one person to another. The fee for such license shall be one hundred dollars. ~~Bonding shall be required under the terms set forth in Section 22.04.240.”~~

SECTION 7. Section 22.06.065 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Insurance required. Every solid fuel-burning equipment and gas fireplace contractor licensed under this title shall procure and maintain a policy of general liability insurance covering the activities of the solid fuel-burning equipment contractor or gas fireplace contractor while engaged in contracting hereunder. Such insurance policy shall be written with an insurance company licensed to do business in the state of Kansas and shall have minimum limits of coverage of three hundred thousand dollars per occurrence. In addition, every such solid fuel-burning equipment contractor or gas fireplace contractor shall procure and maintain worker's compensation insurance as required by law and automobile liability insurance as required by law. Every contractor licensed under this title shall, prior to the issuance of a license file with the office of central inspection certificates of insurance evidencing the insurance coverage specified herein. All such certificates shall indicate that the City of Wichita shall be given at least thirty days advance written notice of any cancellation or material in coverage of such insurance. Failure of a solid fuel-burning equipment contractor or gas fireplace contractor to either procure or maintain such insurance shall be a violation of law punishable as a general misdemeanor and shall be grounds for suspension or revocation of the solid fuel-burning equipment contractor's license and certificate.

SECTION 8. Section 22.06.066 of the Code of the City of Wichita, Kansas, is hereby amended to read as

follows:

“Truth in advertising requirements. ~~On or after July 1, 1993, a~~Any person, firm or corporation required by this title to obtain a solid fuel ~~burning equipment~~ or gas fireplace contractor's license shall be subject to the following:

(a) It shall be unlawful for any such person, firm or corporation to advertise as a solid fuel-~~burning equipment~~ or gas fireplace contractor unless, at the time such advertisement occurs, such person, firm or corporation has a ~~then~~ valid solid fuel-~~burning equipment~~ or gas fireplace contractor's license issued under the provisions of this chapter;

(b) Any advertisement by such person, firm or corporation as a solid fuel-~~burning~~ or gas-
fireplace equipment contractor which is placed or published in any publication or other print medium circulated, displayed or distributed within the city limits or which is broadcast by radio or television or any other means to persons within the city limits shall include the full name of the licensed person, firm or corporation and the license number assigned by the office of central inspection to such person, firm or corporation.

(c) As used in this section, the words "advertised" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, any other printed or written material designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons, or any broadcast statement designed to inform persons of the services offered by the advertising person, firm or corporation and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page listings.”

SECTION 9. The originals of Sections 22.06.010, 22.06.020, 22.06.030, 22.06.040 22.06.050, 22.06.060, 22.06.065 and 22.06.066 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Building Demolition – 458 N. Waco
(District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve demolition of 458 N. Waco.

Background: In 1992, City Council approved the acquisition of the property located at 458 N. Waco, along with the rest of Rounds and Porter property. The existing parking lot floods during normal rain events. The removal of the building will allow the proposed parking lot to be re-graded to drain to a “rain garden” located in the vicinity of the existing building. A “rain garden” is a shallow landscaped swale that allows runoff to soak into the ground rather than drain directly into the storm water sewer. Staff recommends removal of the building to incorporate Low Impact Development Strategies that will include using pervious pavement and infiltration trenches to reduce storm water runoff and improve water quality draining to the Arkansas River.

Analysis: The parking lot that is associated with that property is in poor condition and needs repair. These repairs would give the City an opportunity to construct several various storm water Best Management Practices (BMP's) as a demonstration project showcasing water quality improvements.

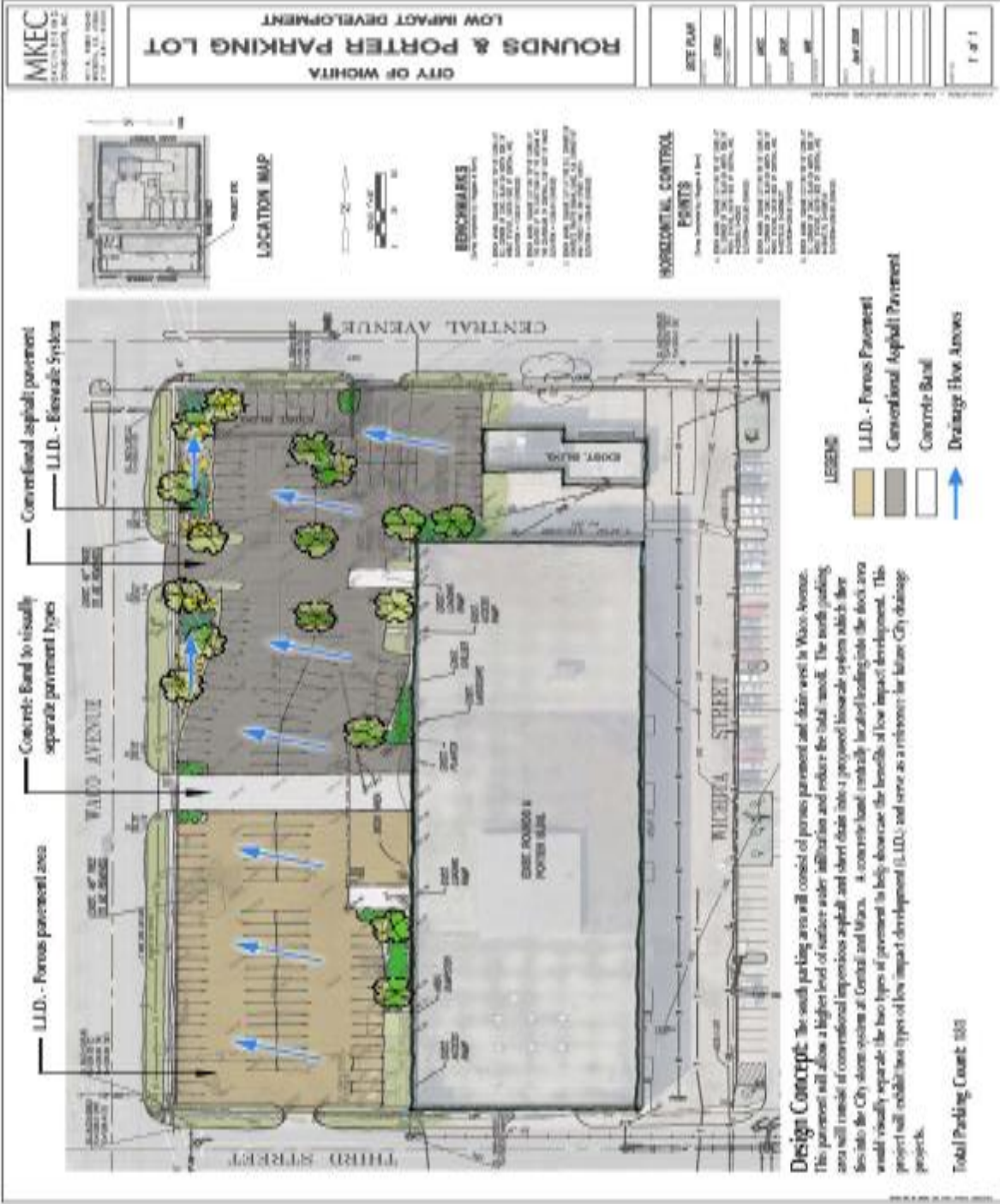
Financial Considerations: This project will be funded from the Storm Water Utility operating budget. Demolition costs are estimated at \$10,000.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing public improvements for drainage throughout the City. The improvements will provide an easily accessible database of the City's infrastructure system that will help staff to perform more tasks.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the demolition of the property and allow staff to proceed with the construction of this BMP.

Attachments: Design concept drawing
.



**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: 21st & Broadway to Waco (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept.

Background:

21st Street North Corridor Revitalization Plan 2005 – The City Council adopted this Plan that provides a future land use revitalization concept and an implementation plan for targeted segments of the west 21st Street corridor between Hillside and Amidon. As part of this plan, it was recommended to convert Market and Park Place from one-way to two-way between 21st Street and 20th Street North (DAB VI approved this conversion in 2006), re-construct the 21st & Broadway intersection as well as improving 21st Street west of Broadway. During the development of the plan, there was never a consensus on lane configuration thru the 21st Street corridor. Therefore, no recommendation was given.

21st & Broadway Intersection – December 2005 - Transystems was retained in 2005 to design intersection improvements to 21st & Broadway. During the design phase Transystems provided 4 concepts that were presented to DAB VI on August 7, 2006. City Council approved the design concept and budget for the intersection on September 11, 2007. The DAB IV and City Council approved Concept #2 which widened the street to the west and north to accommodate left turn lanes on all approaches, leaving the Flat Iron building intact.

21st Street Overpass between Broadway & I-135 – January 2006 - The Revitalization Plan also recommended a 21st Street Overpass over the existing railroad tracks between Broadway & I-135. In January 2006, Parsons Brinkerhoff held a kick-off meeting with area 21st Street businesses to review options. Meetings were held with an advisory committee (including area business owners) while concepts were being prepared. Two concepts were presented to DAB VI in August 2006, both with a 4-lane overpass. One concept kept 21st Street on its current alignment while the other bypassed north of 21st Street. The DAB recommended the north bypass option with a vote of 8-1.

Nomar International Marketplace District Plan 2007 – The Greteman Group finished this plan that includes branding, marketing and design elements. Even though Transystems was mid-way through the design of 21st & Broadway, the intersection design was reconfigured to incorporate some of the branding elements (brick in sidewalk behind curb and a similar brick pattern in the crosswalks) within the intersection. The brick chosen for the brick crosswalks utilizes the color palette listed in the Nomar Plan.

The Nomar Plan further identifies two options for 21st Street west of Market: retain as the four lanes; or convert to three lanes. The Plan recommends the three-lane option to allow for wider sidewalks and streetscaping to create a unique destination within the Marketplace District.

Analysis: Staff has utilized Synchro traffic modeling software to model the differences between the existing four lanes and a three-lane section along 21st Street from Market to Waco. The modeling was completed by using existing traffic signal timings and turning movement counts collected during the a.m. and p.m. peak hours. The model concluded no significant decreases in levels of service provided at each intersection with a three-lane section versus the current four-lane section. The intersection of 21st & Waco decreased to a LOS of C from B with the 3-lane option. The other signalized intersections remained the same. Staff presented the results of the Synchro modeling to various 21st Street stakeholders at a December 11, 2007 meeting. Some stakeholders expressed doubts with the three-lane section due to train blockages on 21st Street that result in traffic back-ups west of Broadway.

Staff also presented the results of the Synchro modeling to DAB VI on January 7, 2008. The DAB supported the three-lane concept.

A supplement agreement with Transystems has been prepared for the completion of construction plans for the 21st Street improvement west of Broadway.

Financial Considerations: The supplemental agreement fee is \$87,500. Funding is available within the existing budget for the 21st /Broadway intersection improvement.

Legal Considerations: The Law Department has approved the supplemental agreement as to legal form.

Goal Impact: This improvement addresses the Efficient Infrastructure and Vibrant Neighborhood goals by improvements to the traffic flow through the Nomar area.

Recommendation/Action: It is recommended that the City Council approve the design concept, approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
“CITY”
AND
TRANSYSTEMS CORPORATION
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21st STREET NORTH AND BROADWAY INTERSECTION** (Project No. 472-84295).

WHEREAS, Paragraph IV. B. of the above referenced contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the “ENGINEER” provide additional services required by the PROJECT and receive additional compensation (as revised herein).

NOW THEREFORE, the parties here to mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- **Convert Market Street and Park Street from one-way to two-way roadways.**
- **Design a three-lane facility along 21st Street from Market Street back to the west to include the reconstruction of the Waco Street Intersection.**
(see Exhibit “A”)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84295 **\$87,500.00**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by 6 months from notice to proceed. EXCEPT that the

ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSSYSTEMS CORPORATION

Brett A. Letkowski, P.E., Vice President

ATTEST:

Jeffrey R. Lackey



EXHIBIT "A"

TranSystems

245 North Waco
Suite 420
Wichita, KS 67202
Tel 316 303 0154
Fax 316 303 0156
www.transystems.com

April 8, 2008

Mr. Jim Armour, P.E.
City Engineer
City of Wichita, 7th Floor
455 N. Main
Wichita, KS 67202

Re: 21st St. and Broadway Ave. Market St. Supplemental Agreement (472-84295)

Dear Mr. Armour:

As discussed with Mr. Paul Gunzelman, we are submitting our costs associated with the out-of-scope work for the 21st and Broadway Intersection Project. This project has two different out-of-scope additions that TranSystems has been requested to provide scope and fees for both. The first is to convert Market Street and Park Street from one-way to two-way roadways. The second is to design a three-lane facility along 21st Street from Market Street back to the west to include the reconstruction of the Waco Street Intersection. Traffic signals will be included in the Waco Street Intersection. Below is a breakdown of tasks, staffing assignments and costs associated with these changes:

Market and Park Place Conversion:

- Widen Park Street Approximately 5 feet to the West and tie into the widened section at the intersection of 20th Street. Project limits shall be between 21st Street and 20th Street, with the design to include turning radius improvements on the east radius of 21st Street.
- Replace existing 2" waterline and service lines along Park Street.
- Existing sidewalk on West Side of Park Place will remain, and not be replaced.
- Additional topographic survey along Park Street South of 21st Street to design sidewalk and pavement widening improvements.
- Design a signal wiring diagram and phasing plan including signal timings for the new signal system.
- Develop typical sections and cross sections associated with Park Place and Market Street Improvements.
- Add quantities to the Engineer's Probable Construction Cost and Quantity sheets.
- Park Place improvements will consist of a concrete base for the widened section with an asphalt mill and overlay over the entire roadway.
- No additional drainage work other than relocation of the inlet at 21st Street & Park Place Intersection
- The intersection of Market Street will be reviewed with two alternatives provided for the City to review with TranSystems' recommendation. The two alternatives will include leaving the north leg relatively in its current location with some minor horizontal relocation. The second alternative will be an offset intersection very similar to the Park Place and 21st Street intersection, utilizing the further west leg of Market and 21st

Street. This alternative will require different split signal timings to accommodate the traffic movements. This second alternative will provide additional land for the development of the NOMAR district.

- Improvements on Market Street South of 21st Street will be striping only, and will be drawn on aerials.

	Eng III	Eng II	Eng I	Survey Crew	Tech. III	Hours	Dollars
	115	90	85	140	68		
21st and Market Alterations							
Aerial Base Maps					10	10	\$ 680
Traffic Control		5	6		10	21	\$ 1,640
Plan and Intersection Details	5	25	20		45	95	\$ 7,585
Pavement Marking		5	10		16	31	\$ 2,388
Typical Sections and Cross Sections		5	15		20	40	\$ 3,085
Quantities		6	6		10	22	\$ 1,730
21st and Park Place							
Survey				15	10	10	\$ 2,780
Traffic Control		5	6		10	21	\$ 1,640
Plan Details	5	10	10		18	43	\$ 3,549
Typical Sections and Cross Sections		5	15		20	40	\$ 3,085
Quantities		6	6		10	22	\$ 1,730
Waterline Design		7	10		20	37	\$ 2,840
Storm Sewer		2	2		12	16	\$ 1,166
Mileage					220		\$ 220
Reproduction Expenses					699		\$ 682
						Total =	\$ 34,800

21st Street Three-Lane facility from Market Street to Waco Street:

- Full reconstruction of 21st Street from Waco Street to Market Street to a new three-lane asphalt section with sidewalks within the existing Right of Way. No tract maps or easements are anticipated as part of this project.
- Soldier Brick Pavers that were developed on the 21st and Broadway Intersection Plans will continue through to Waco.
- Storm Sewer additions will be limited to rehabbing the existing inlets into manholes and constructing new inlets in the new curb locations.
- Traffic control and phasing details will be developed to accommodate traffic through construction and coordinated with the 21st and Broadway Project.
- Pavement Marking and Signing details will be developed and coordinated with the 21st and Broadway Project.

- Traffic signal sheets will be provided for the new traffic signal at Waco. Additionally, since the traffic signal spacing from Arkansas to Broadway is less than 3000 feet, it is recommended that the Arkansas, Waco, Market, and Broadway signals be interconnected with this project. TranSystems will provide the interconnect design from Broadway through to Arkansas.
- An engineer's Opinion of Probable Construction Costs will be provided at the Field Check, Office Check and Final Plan submittal.
- No additional meetings with the Design Council are anticipated with this project.
- No additional permitting should be required.

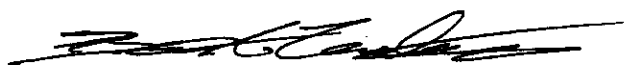
	Eng III	Eng II	Eng I	Survey Crew	Tech. III	Hours	Dollars
21st St Park Place to Waco							
Survey				40	20	60	\$ 6,960
Utility Coord./Meetings	12	24	10			46	\$ 4,390
Traffic Control		12	15		20	47	\$ 3,715
Plan and Intersection Details	12	40	80		130	262	\$ 20,620
Pavement Marking and Signing		4	10		12	26	\$ 2,026
Typical Sections and Cross Sections		4	15		20	39	\$ 2,995
Waterline Design		4	25		30	59	\$ 4,525
QA/QC	4	10	5		10	29	\$ 2,465
Quantities		10	10		10	30	\$ 2,430
Reimbursables							
Mileage and Hotel							
Printing							\$ 2,000
							\$ 574
						Total =	\$ 52,700

The additional work provided in this supplemental brings TranSystems total design fee for this project to \$215,500.

Please review these documents and direct any comments to myself at your convenience.

Sincerely,

TranSystems Corporation



By: Brett Letkowski, P.E.
Project Manager

Cc: Mr. Gary Janzen, PE, Design Engineer
Mr. Paul Gunzelman, PE, Traffic Engineer

CAPITAL IMPROVEMENT									
PROJECT AUTHORIZATION									
CITY OF WICHITA									
USE: To Initiate Project To Revise Project									
1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.									
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/15/2008	4. Project Description & Location Midtown Bike Path						
5. CIP Project Number P-390502	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date						
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised						
As Required	As Required		12. Project Cost Estimate						
12A.									
ITEM	GO	SA	KDOT	TOTAL					
Right of Way									
Paving, grading & const.									
Bridge & Culverts									
Drainage									
Sanitary Sewer									
Sidewalk									
Water									
Bike Path		\$715,000	\$1,200,000	\$1,915,000					
Totals		\$715,000	\$1,200,000	\$1,915,000					
Total CIP Amount Budgeted				472-84562					
Total Prelim. Estimate									
13. Recommendation: Approve the Project and Resolution									
Division Head <i>Jan Amour</i>	Department Head <i>Pat M. Cani</i>		Budget Officer <i>M. S. Hall</i>				City Manager		
Date		Date		Date		Date			

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Bike Path along the abandoned Union Pacific Railroad Corridor, from Central at Waco to 15th at Broadway (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the revised project budget.

Background: On September 11, 2007, the City Council approved a project for bike path improvements along the abandoned Union Pacific Railroad tracks in the Midtown Neighborhood. An attempt to award a construction contract within the project budget was not successful. An amending Resolution has been prepared to revise the budget. Additional Federal Transportation Grants are available to pay for the increased cost.

Analysis: The project will link Irving, Horace Mann and Park Elementary Schools that are located adjacent to the proposed path, and will also link to North High School and the Little Arkansas River Bike Path via 13th Street.

Financial Considerations: The current budget is \$1,315,000, with \$715,000 paid by the City and \$600,000 paid by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed revised budget is \$1,915,000, with \$715,000 paid by the City and \$1,200,000 by Federal Grants.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by constructing a bike path through the Midtown Neighborhood.

Legal Considerations: The Law Department has approved the amending Resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, approve the amending Resolution and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP Sheet, and Resolution.

Published in the Wichita Eagle on October 10, 2008

RESOLUTION NO. 08-477

A RESOLUTION AMENDING RESOLUTION NO.07-522
AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF
WICHITA AT LARGE TO CONSTRUCT A MIDTOWN BIKE PATH
ALONG THE UNION PACIFIC CORRIDOR FROM CENTRAL AT
WACO TO 15TH AT BROADWAY (472-84562).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution 07-522 is hereby amended to read as follows:

“SECTION 2. The costs of the construction of the above described improvements is estimated to be One Million Nine Hundred Fifteen Thousand Dollars (\$1,915,000) exclusive of the cost of interest on borrowed money, with \$715,000 paid by the City of Wichita and \$1,200,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds.”

SECTION 2. The original of SECTION 2 of Resolution No. 07-522 is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of October, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: 21st Street Landscaping, between I-135 and Grove
(District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept.

Background: The 2007-2016 Capital Improvement Program includes funding for landscaping and street right-of-way improvements along 21st Street, between the I-135 Freeway and Grove. On March 4, 2008, the City Council approved funding for the project. On July 7, 2008, District I Advisory Board held a neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the design concept and project.

Analysis: The project will provide a landscaped area within KDOT right-of-way immediately east of I-135 as an entrance/gateway feature to East 21st Street. This area will include landscaping, a decorative stone-cast wall and lighting. The project will also include additional landscaping along 21st Street to Grove as available space allows. KDOT has approved the proposed improvement within I-135 right-of-way. Construction is planned to begin this fall.

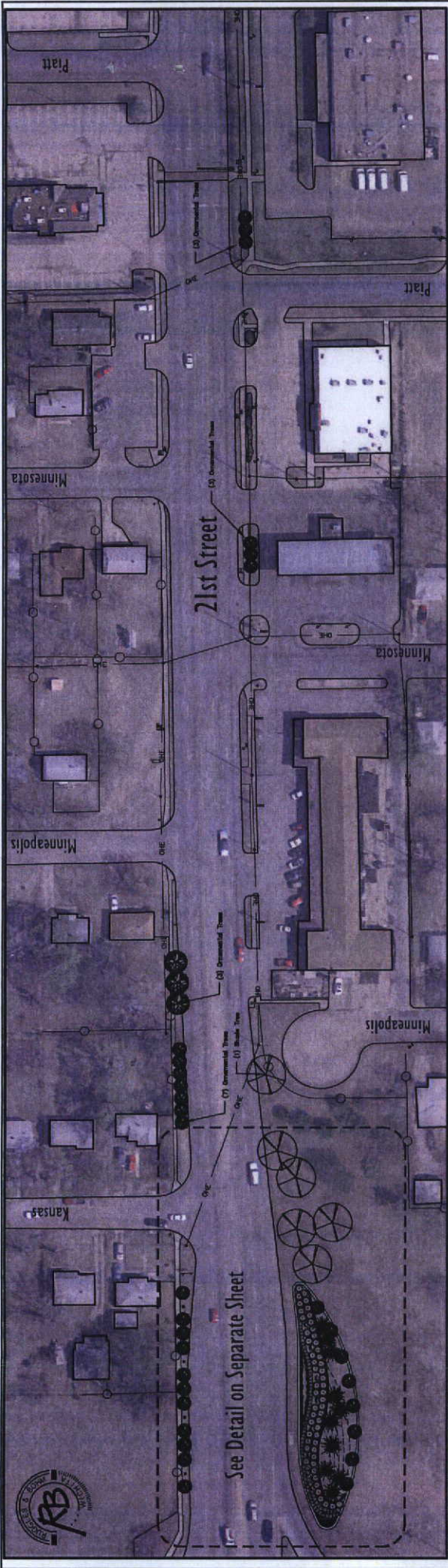
Financial Considerations: The project budget is \$200,000, to be funded by General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the appearance of a major traffic way.

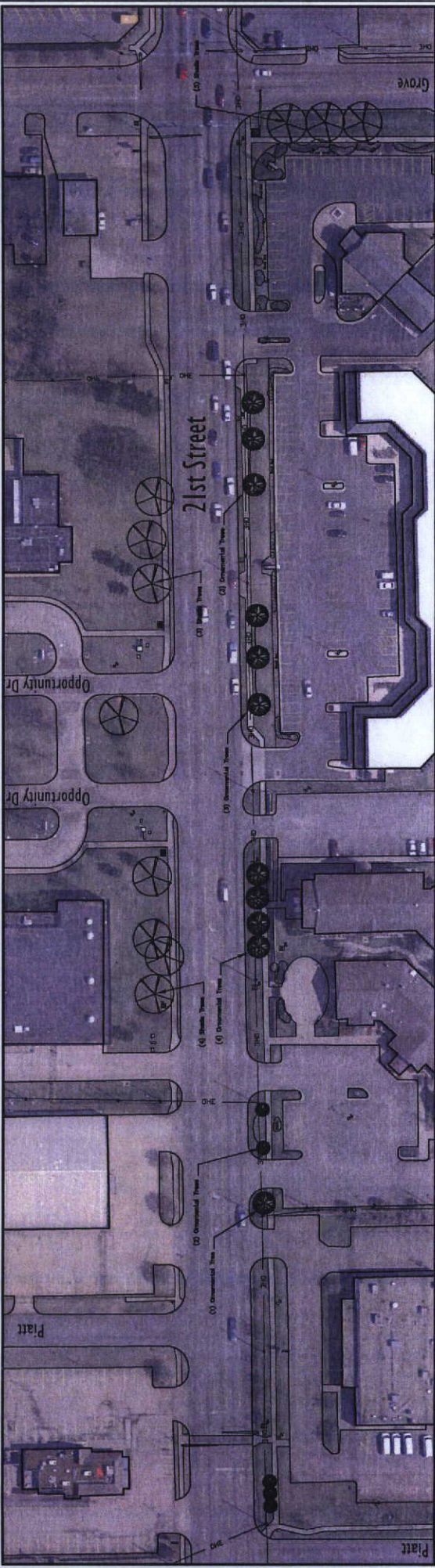
Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the project design concept.

Attachments: Map.



West Half- Kansas to Platt



East Half- Platt to Grove



Scale 1"=40'

Concept Layout

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Creation of Wichita Transit Advisory Board

INITIATED BY: Law Department.

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: The City Council creates advisory boards from time to time to assist the Council or City staff to review or make recommendations on specific areas of interest.

Analysis: The proposed ordinance creates the Wichita Transit Advisory Board. The Board would advise the City Council or City staff on issues pertaining to the public transportation system and other duties assigned by the Council from time to time. The Board would consist of 9 members appointed by the City Council. One member is nominated by the City Manager and one member is nominated by the Wichita Access Advisory Board. The Board would be appointed and operate in the manner established for City boards and commissions.

Legal Considerations: The ordinance has been drafted and approved as to form by the Law Department.

Goal Impact: This action would enhance the Efficient Infrastructure goal by maintaining and optimizing public transportation facilities and assets

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance.

Attachments: Ordinance.

AN ORDINANCE OF THE CITY OF WICHITA PERTAINING TO MEMBERSHIP AND GOVERNANCE OF THE WICHITA TRANSIT ADVISORY BOARD; CREATING SECTIONS 2.12.1135, 2.12.1136, 2.12.1137, AND 2.12.1138 OF THE CODE OF THE CITY OF WICHITA

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.12.1135 of the Code of the City of Wichita shall read as follows:

2.12.1135 – Wichita Transit Advisory Board - Created

There is hereby created an advisory board to the City known as the Wichita Transit Advisory Board.

SECTION 2. Section 2.12.1136 of the Code of the City of Wichita shall read as follows:

2.12.1136 – Wichita Transit Advisory Board – Membership - Appointment – Terms

(a) The Wichita Transit Advisory Board shall consist of nine members. Seven members shall be residents of the City and shall be appointed by the governing body of the City. One member shall be nominated by the City Manager and appointed by the governing body of the City. One member shall be nominated by the Wichita Access Advisory Board or its successor and appointed by the governing body of the City. The terms of office shall be as set forth in Section 2.12.020(1).

(b) The members shall receive no compensation for their services, but may be reimbursed for all necessary expenses incurred in the performance of their duties as members of such board.

SECTION 3. Section 2.12.1137 of the Code of the City of Wichita shall read as follows:

2.12.1137 – Wichita Transit Advisory Board – Organization

The Board shall conduct meetings, elect officers, and adopt by-laws in accordance with the policy for boards and commissions. The City Manager shall provide the necessary staff support to insure that the Board receives informational support and professional and technical assistance necessary to carry on its duties and conduct its meetings.

SECTION 4. Section 2.12.1138 of the Code of the City of Wichita shall read as follows:

2.12.1138 – Wichita Transit Advisory Board – Duties

The Board shall advise the City on such matters pertaining to the operations of the municipal fixed route and paratransit public transportation system, licensed or franchised private transportation and perform such other duties as may be requested by such City Council from time to time.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon publication once in the official city paper.

PASSED AND ADOPTED at Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00022 – Zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”). Generally located on the southeast corner of Ridge Road and University Avenue. (District V)

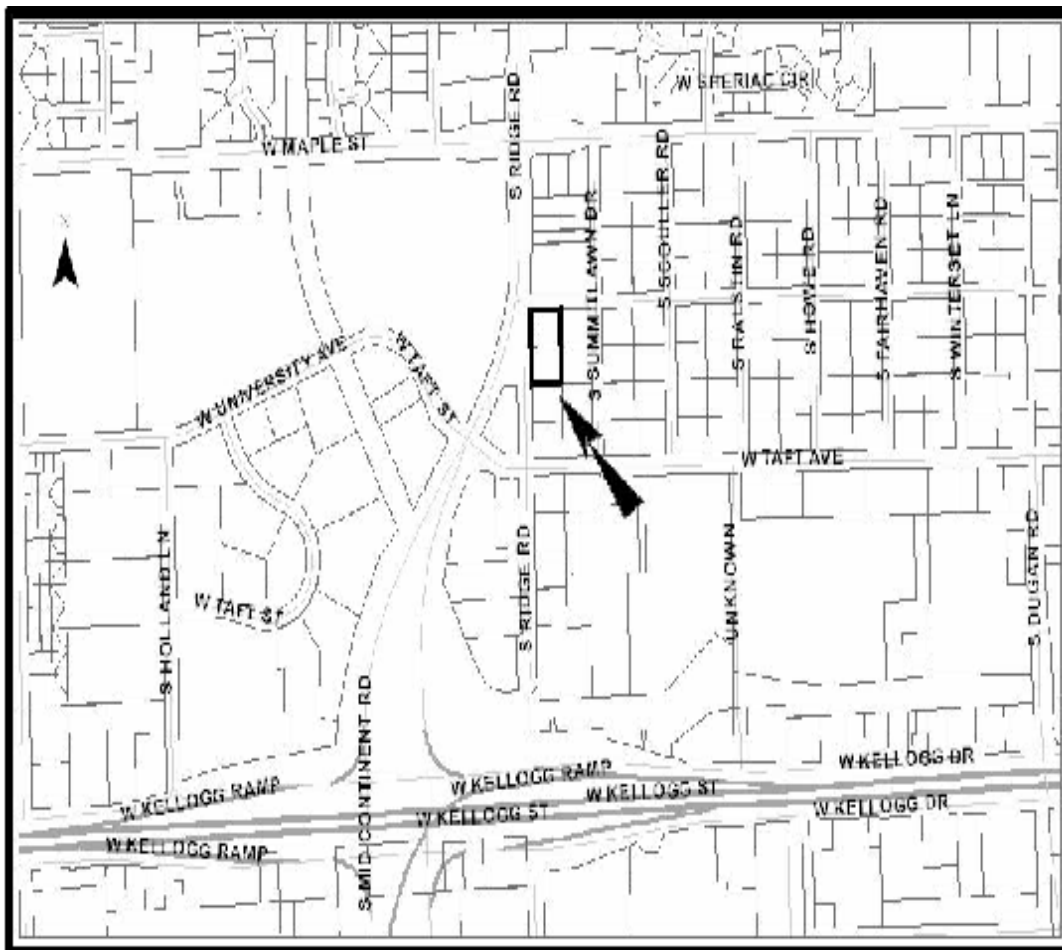
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to replatting within one year and a Protective Overlay (10-0).

MAPD Staff Recommendations: Approve, subject to replatting within one year and Protective Overlay conditions.

DAB Recommendations: Approve, subject to replatting within one year and subject to provisions of a Protective Overlay (9-0-1).



Background: The applicants request a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) on Lots 7 & 8, Block H, Westerlea Village Addition. The 1.09-acre site is located on the southeast corner of Mid-Continent Road/Ridge Road and University Avenue. The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses. The properties to the south, northeast and east are zoned SF-5 and are developed with single-family residences (built in the mid 1950s – mid 1960s). The property located west of the site (across the Ridge Road South cul-de-sac) is zoned LC with a Community Unit Plan (CUP) overlay, DP-37. This parcel is developed as a single-story, brick, dentist/medical office (built in 1984). DP-37 extends west across Mid-Continent Road from the site, with the LC and GC General Commercial (“GC”) zoned big box (Lowe’s) building supply center (built in 1998) facing the site. Properties located north of the site (across University Avenue) are zoned LC with multiple Protective Overlays attached to them. These properties are not developed with the exception of a Pizza Hut Bistro restaurant (2005) located across University from the site. The possible rezoning of the subject site and the recent rezoning (ZON2007-55 and SUB2008-35) of two residential lots/single-family residences located south (across Taft Avenue) of the subject site leaves four SF-5 zoned residential lots/single-family residences remaining from the twelve SF-5 zoned residential lots/single-family residences that originally fronted Mid-Continent Road/Ridge Road and Ridge Road South from south of Taft Avenue to Maple Avenue.

Although the site has been identified in the Comprehensive Plan as appropriate for “Local Commercial” uses, the close proximity, abutting south and east sides of the site, to an established single-family neighborhood requires any commercial uses on the site to be developed so as to minimize any negative impact on the neighborhood; the site was originally platted as two single-family lots and is part of the remaining western edge of this neighborhood. The earlier rezoning (1992-2002 from SF-5 to LC) of properties located north of the site, across University, offers similar considerations to the subject site. The properties located north of University were SF-5 zoned, single-family residences on lots platted from the same subdivision, the Westerlea Village Addition, as the subject site. To buffer the abutting and adjacent existing single-family residences from the unspecified commercial development on the site, planning staff recommends that a Protective Overlay (PO) be approved that continues the development controls established during the approval of the zoning changes on the adjacent northern properties. The recommended PO: limits signage, lighting, noise, and building height; requires a six foot high masonry wall and a landscape buffer along the south and east property lines; and prohibits certain uses that are less compatible with residential development. If in the future the zoning of the residential properties to the south or east is changed to allow commercial uses, then the provisions of the Protective Overlay could be amended, but planning staff finds that any high-intensity, auto-oriented commercial use of the subject site is not appropriate at this time.

Access to the south subject lot is from Ridge Road South, a residential cul-de-sac, which was the result of past large scale redevelopment of the area in connection to the Kellogg/US 54 – Mid-Continent Road interchange. The north subject lot has access to Mid-Continent Road, a principal arterial, and the residential street University Avenue, via a circular drive. The proposed LC zoning would generate commercial traffic from the subject site onto the residential streets they currently have access to and into the residential neighborhood of which the site is a part; complete access control to Ridge Road South is recommended. Complete access control onto University may be necessary, if recommended by the Traffic Engineer. Possible future rezoning of the SF-5 zoned single-family residences located south and east of the site make complete access control onto University and cross lot access a critical consideration. Planning staff recommends that the subject site be replatted to ensure that all access control, drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.

Analysis: The MAPC considered ZON2008-22 at their meeting held May 22, 2008 and unanimously approved it (10-0), per the staff's recommendation with the provisions of the Protective Overlay. Prior to the MAPC meeting, staff had received phone calls, some which had potential issues with the request and others which were seeking information. No citizens spoke at the MAPC meeting.

DAB V considered the ZON2008-22 at their June 2, 2008 meeting. The recommendation of the DAB was to reconsider the request at their July 7, 2008 meeting and to not send the case to the City Council until the DAB made a recommendation on the requested zoning change at the above mentioned July DAB meeting. The DAB deferred, at the applicant's request, the case again at their July 7 meeting, and directed it to come back to the DAB at their August 4, 2008 meeting. The DAB recommended approval of the requested zoning with the provisions of a Protective Overlay at their August 4, 2008 meeting. At the September 16, 2008 meeting, the City Council deferred action on the request, and directed the case come back to the Council for action at their October 7, 2008 meeting.

Protests to the requested zoning change were turned in that represent 65.87% of the net area, which is more than the 20% requiring a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest. All of the properties, except the southwestern property, within the University Avenue – Summitlawn Drive – Taft Street – Ridge Road block protested the requested LC zoning. There were also three other protest properties outside the protest radius that object.

The recommended provisions of Protective Overlay #219 are as follows:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of 2008 meeting. At the meeting held August 4, 2008, DAB V voted (9-0-1) to approve subject to replatting within the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. Replat the site within one year of approval by the governing body.
- H. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to replatting within one year and subject to Protective Overlay 219; withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00022

Zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") subject to the provisions of Protective Overlay #219 on property described as:

Lots 7 & 8, Block H, Westerlea Village Addition, Wichita, Sedgwick County, Kansas; generally located on the southeast corner of Ridge Road and University Avenue.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #219:

- I. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building that faces residential zoning or is across the street from any property that is in a residential zoning district.
- J. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- K. Outdoor speakers and sound amplification systems shall not be permitted.
- L. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- M. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- N. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- O. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF MAY 22, 2008 MAPC HEARING

Case No: ZON2008-22 – Robert S. Porter and Michael R. Thrull (Owners/Applicants) Baughman Company, PA, c/o Phil Meyer, Leisa Lowery, c/o JP Weigand (Agents) Request City zone change from "SF-5" Single-family Residential to "LC" Limited Commercial on property described as:

Lots 7 and 8, Block H, Westerlea Village Addition, Sedgwick County, Kansas. Generally located on the southeast corner of Ridge Road and University Avenue.

BACKGROUND: The applicants' request a zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on Lots 7 & 8, Block H, Westerlea Village Addition. The 1.09-acre site is located on the southeast corner of Mid-Continent Road/Ridge Road and University Avenue. The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses. The properties to the south, northeast and east are zoned SF-5 and are developed with single-family residences (mid 1950s – mid 1960s). The most immediate property located west of the site (across the cul-de-sac Ridge Road South) is zoned LC with a Community Unit Plan (CUP) overlay, DP-37. This parcel is developed as a single-story, brick, dentist/medical office (1984). DP-37 extends west across Mid-Continent Road from the site, with the LC & GC General Commercial ("GC") zoned big box Lowes building supply center (1998) facing the site. Properties located north of the site (across University Avenue) are zoned LC, with multiple Protective Overlays attached to them. These properties are not developed, with the exception of a Pizza Hut Bistro restaurant (2005) located across University from the site. The possible rezoning of the subject site and the recent rezoning (ZON2007-55 & SUB2008-35) of two residential lots/single-family residences located south (across Taft Avenue) of the subject site, leaves four SF-5 zoned residential lots/single-family residences left from the 12 SF-5 zoned residential lots/single-family residences that originally fronted Mid-Continent Road/Ridge Road and Ridge Road South, from south of Taft Avenue to Maple Avenue.

Although the site has been identified in the Comprehensive Plan as appropriate for "Local Commercial" uses, the close proximity (abutting south and east sides of the site) of the site to an established single-family neighborhood requires any commercial uses on the site to be developed so as to minimize any negative impact on the neighborhood; the site was originally platted as two single-family lots and is part of the remaining western edge of this neighborhood. The earlier rezoning (1992- 2002 from SF-5 to LC) of properties located north of the site, across University, offers similar considerations to the subject site. These properties located north of University were SF-5 zoned single-family residences on lots platted from the same subdivision, the Westerlea Village Addition, as the subject site. To buffer the abutting and adjacent existing single-family residences from the unspecified commercial development on the site, planning staff recommends that a Protective Overlay (PO) be approved that continues the development controls established during the approval of the zoning changes on the adjacent northern properties. The recommended PO limits signage, lighting, noise, and building height; requires a six foot high masonry wall and a landscape buffer along the south and east property lines; and prohibits certain uses that are less compatible with residential development. If in the future the zoning of the residential properties to the south or east is changed to allow commercial uses, then the provisions of the Protective Overlay could be amended, but planning staff finds that any high-intensity, auto-oriented commercial use of the subject site not appropriate at this time.

Access to the south subject lot is from Ridge Road South, a residential cul-de-sac, which was the result of past large scale redevelopment of the area in connection to the Kellogg/US 54 – Mid-Continent Road interchange. The north subject lot has access to Mid-Continent Road, a principal arterial, and the residential street University Avenue, via a circular drive. The proposed LC zoning would generate commercial traffic from the subject site onto the residential streets they currently have access to and into the residential neighborhood the site is part of; complete access control to Ridge Road South is recommended. Complete access control onto University may be necessary, as reviewed by the Traffic Engineer. Possible future rezoning of the SF-5 zoned single-family residences located south and east of the site make complete access control onto University and cross lot access a critical consideration. Planning staff recommends that the subject site be replatted to ensure that all access control, drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.

CASE HISTORY: The subject property is Lots 7 & 8, Block H, Westerlea Village Addition, which was recorded August 11, 1949.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, SF-5	Restaurant, undeveloped, single-family residences
SOUTH:	SF-5, LC	Single family residences, dentist/medical office
EAST:	SF-5	Single family residences
WEST:	LC	Big box building supply center

PUBLIC SERVICES: The subject site has frontage to the cul-de-sac Ridge Road South, University Avenue and Mid-Continent Road. Ridge Road South and University Avenue are both paved residential streets with open ditches. Ridge Road South intersects, to the south, with Taft Avenue, a four-lane urban collector. Taft and University intersect with Mid-Continent Road a four-lane, with turn lanes, principal arterial. Mid-Continent Road merges with and becomes Ridge Road around its intersection with University. Ridge Road is a four-lane, with turn lanes, principal arterial. There is a raised, full curbed median strip on Mid-Continent/Road Ridge Road, from Maple Avenue to the Kellogg Street/US-54 interchange, with cuts at its intersections with Taft (traffic lights) and University. The 2030 Transportation Plan indicates no change to the status of any of these roads. Available traffic counts in the area show approximately 23,700 average trips per day on this section of Mid-Continent/Ridge Road and 10,800 average trips per day on this section Taft. Municipal water and sewer services are currently provided to the subject site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the area between University Avenue, Taft, Mid-Continent Road/Ridge Road, and Summitlawn Drive as appropriate for “Local Commercial” development. The “Local Commercial” category includes commercial, office and personal service uses that do not have a regional draw. In order for the recommendation of the Land Use Guide to be consistent with the Commercial Locational Guideline regarding commercial traffic not accessing residential streets, the properties in this area would need to be replatted to front only Mid-Continent Road/Ridge Road, rather than the cul-de-sac Ridge Road South and University Avenue, which would remain residential streets. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. Additionally, the Commercial Locational Guidelines of the Comprehensive Plan recommend that commercially-generated traffic should not feed directly onto local residential streets.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to replatting within one year and subject to the following provisions of a Protective Overlay:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

This recommendation is based on the following findings:

- 1. The zoning, uses and character of the neighborhood: The surrounding area is characterized by a mixture of single-family residences, commercial uses, and undeveloped property zoned for or in the process of being zoned for commercial uses. The zoning and land uses are single-family residential to the south, east and northeast of the site. Two single-family zoned residences located further south (across Taft Avenue) of the subject site are in the process of converting to commercial use; ZON2007-55 & SUB2008-35. From 1992 to the 2002, single-family lots, zoned single-family, located between Maple Street, University Avenue, Mid-Continent Road/Ridge Road and Summitlawn Drive have been rezoned (with multiple Protective Overlays attached to them) and replatted for commercial development. Most of these properties have not been developed, but it is reasonable to expect that a similar rezoning pattern/request will occur on the remaining SF-5 zoned single-family lots, located south of University and facing Mid-Continent Road/Ridge Road or commercial zoning and development.
- 2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned SF-5 which accommodates moderate-density, single-family residential development and complementary land uses. The site is currently developed with single-family residences; however, the residences face the principal arterial road Mid-Continent Road/Ridge Road and large box commercial making this site less desirable for single-family residential use. Recently rezoned single-family lots to commercial zoning and commercial development located north of the site, across University, also make this site less desirable for single-family residences. Additionally, the site is located under the approach to Mid-Continent Airport, which could make this site less desirable for residential use in the future.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental affects should be minimized by the conditions of a Protective Overlay which would limit signage, lighting, noise, and building height; require a six-foot high masonry wall and landscape buffer along the south and east property lines; and prohibit certain uses that are less compatible with surrounding residential development.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies the subject property as appropriate for “Local Commercial” development. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The subject site is recommended to be replatted such that access is from an arterial, and the recommended conditions of approval should limit noise, lighting, and other activity from adversely impacting surrounding residential areas. Additionally, the Commercial Locational Guidelines of the Comprehensive Plan recommend that commercially-generated traffic should not feed directly onto local residential streets. The subject property is recommended to be replatted, in part to establish access control along University and the cul-de-sac Ridge Road South to prevent commercially-generated traffic from feeding directly onto these local residential streets. Replatting the residential sized lots would also ensure that drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.
5. Impact of the proposed development on community facilities: Detrimental impacts on traffic should be minimized through the replatting process, which should limit access to the subject site to an arterial street and through cross lot access. Other community facilities should not be adversely impacted.

BILL LONGNECKER, Planning Staff presented the Staff Report. He referenced a correction to the Staff Report on Page 4, Condition G. and commented that “group residence” should be removed from the uses not permitted.

MOTION: To approve subject to staff recommendation, as corrected.

JOHNSON moved, **MARNELL** seconded the motion, and it carried (10-0).

SHERMAN and **VAN FLEET** in @1:37 P.M.

N

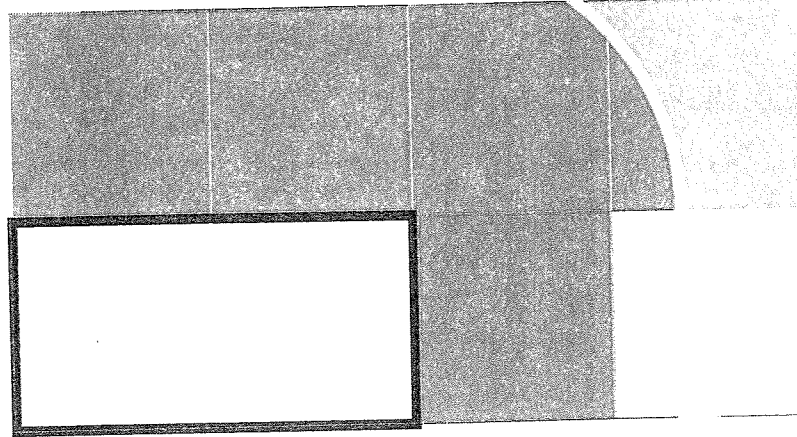


Case ZON2008-00022
Total Area 353,989 sq. ft.
Application Area 46,612 sq. ft.
Street R/W 132,143 sq. ft.
Net Area 175,234 sq. ft.
20% of Net Area 35,047 sq. ft.
Net Protest Area 115,435 sq. ft.
Total % Protesting 65.87%

S

W UNIVERSITY AVE

UNIVERSITY



SUMMITLAWN

W TAFT AVE

WICHITA

S SCOLLER DR

SCOLLER

CALCULATION AREA
PROTEST WITHIN
CALCULATION AREA
PROTEST OUTSIDE
CALCULATION AREA



MID CONTINENT

W TAFT ST
1 FT



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
 Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: **ZON2008-00022**

DATE: August 06, 2008

On Monday, August 04, 2008, the *District Advisory Board (DAB) for Council District V* considered an application for a zone change on property currently zoned as SF-5, Single Family Residential to "LC," Limited Commercial, on Lots 7 & 8, Block H, Westerlea Village Addition: a 01.09-acre site located on the Southeast corner of Ridge Road and University Avenue

The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road. The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses.

DAB V considered ZON2008-22 at their June 2, 2008 meeting. The recommendation of the DAB was to reconsider the request at their July 7, 2008 meeting and to not send the case to the City Council until the DAB made a recommendation on the requested zoning change at the above mentioned July DAB meeting. The applicant requested a deferral until the August 04, 2008 DAB V Meeting.

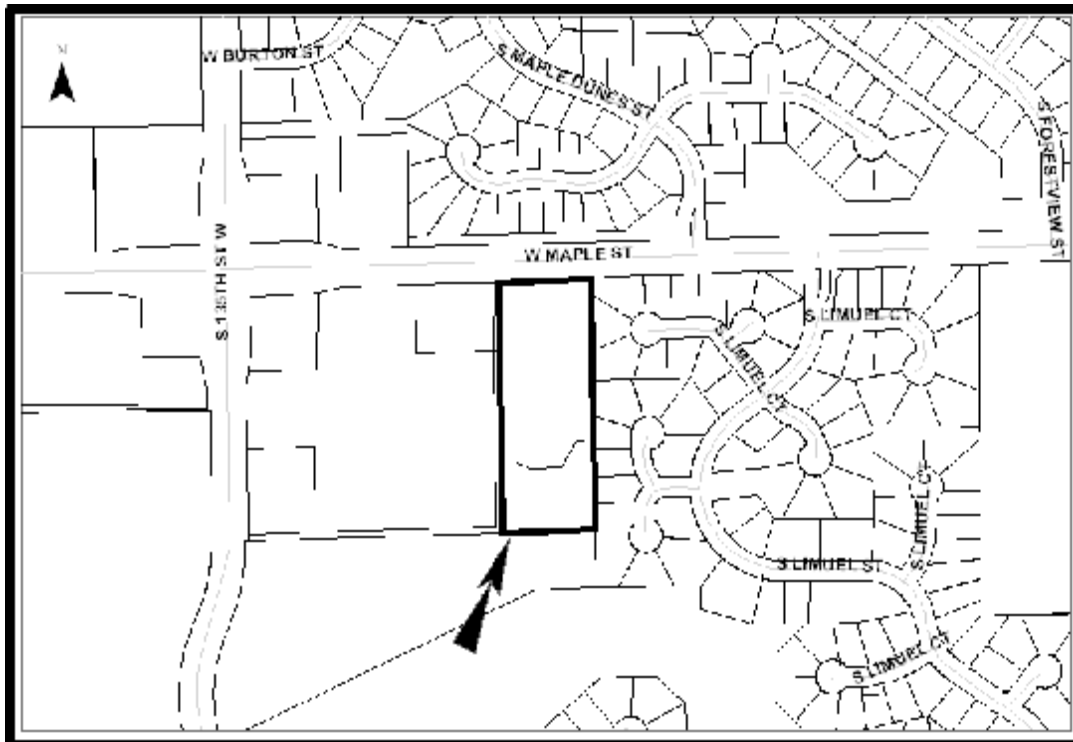
The recommendation was approved with a majority vote 9-0-1 (abstention) to move forward to City Council for vote subject to platting within one year and subject to the following provisions of a Protective Overlay.

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

SUBJECT: ZON2008-36– Amendment to Protective Overlay #130 (PO-130) to eliminate the prohibition on drive through service, to increase the permitted size of restaurants from 2,000 to 5,000 square feet in size, and to increase signage from 72 square feet with a 12-foot height limit to 132 square feet with a 16.5-foot height limit. Generally located south of Maple and 800 feet east of 135th Street West. (District V)

AGENDA: Planning (Non-consent)

DAB Recommendations: Approve, subject to staff recommendation and with the additional recommended amendment to limit the specific hours of operation for Protective Overlay 130 (9-1).



BACKGROUND: The applicant requests an amendment to Protective Overlay #130 (PO-130) to eliminate the prohibition on drive-through service, to increase the permitted size of restaurants from 2,000 to 5,000 square feet in size and to increase signage from 72 square feet with a 12-foot height limit to 132 square feet with a 16.5-foot height limit. The proposed sign would remain in the current sign location along Maple and west of the strip building on the site; the proposed drive-through coffee shop would be in the parking lot west of the strip building (see the attached site plan). PO-130 has been amended and adjusted several times, and currently exists as written below:

- (1) 35-foot building setbacks along the site's south, north and east sides.
- (2) Monument sign with a maximum sign face of 72 square-feet and a height of 12 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site.
- (3) A plan for a pedestrian walk system linking proposed buildings to the sidewalk along Maple and the sidewalks on the abutting DP-219 AUBURN HILLS C.U.P. shall be submitted for review and approval by the Planning Director.
- (4) Shared internal access and shared access onto Maple Street with DP-219 AUBURN HILLS C.U.P.
- (5) All exterior lighting shall be shielded to prevent light disbursement in a southerly or eastern direction. Lighting shall be similar to lighting provided in the DP-219 AUBURN HILL C.U.P. Lighting elements shall be no higher than 14-foot when within 100-feet abutting residential zoned properties, behind the 35-foot setback along the south and east sides of the property and 20-feet high on the remainder of the site. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.
- (6) All utilities shall be installed underground.
- (7) Landscaping plan shall show location, type and specifications of all plant material, to be reviewed and approved by the Planning Department. Evergreen trees may be planted along the south and east sides of the property at a spacing of 10 feet. The required front yard landscaping may be reduced by 50% if 50% of the landscaping materials are placed along the west side yard area. Landscaping shall be required prior to the issuance of any occupancy permit.
- (8) A 6-foot masonry wall, constructed of similar materials to the masonry wall on DP-219 AUBURN HILLS C.U.P. shall be provided along the site's east and south sides.
- (9) Screening of trash receptacles is not required for the building on the current approved site plan. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary.
- (10) Rooftop mechanical equipment shall be screened from ground level view per the Code of Wichita.
- (11) A metal east façade is permitted for the building on the current approved site plan. All future buildings shall share uniform architectural character, color, texture and the same predominate exterior building materials.
- (12) A 10-foot landscape easement shall be provided along the south and east sides of the tract. Austrian pine trees 14-feet in height shall be provided at a spacing of 12 feet along the east property line for the building on the current approved site plan. Elsewhere, evergreen trees shall be provided at a spacing of 10 feet.
- (13) Prohibited uses include group residences, correctional placement residences, group homes, multi-family, asphalt and concrete plant, limited.
- (14) Animal Care Limited is the only allowable "LC" Limited Commercial use permitted. All other uses shall conform to that of "NR" Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner's and or their agent(s) request any additional "LC" Limited Commercial Zoning District use(s) not permitted within the "NR" Neighborhood Retail Zoning District". The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council.

This site was originally rezoned in 2003 from SF-5 Single-family Residential ("SF-5") to NR Neighborhood Retail ("NR") with PO-130. The PO has since been administratively adjusted twice (in 2006 and 2007) with the effect of increasing the sign size from 8-feet tall and 48 square feet to the current 12 feet tall and 72 square feet; reducing landscaping requirements; waiving the architectural requirements

to allow for a metal building façade; and waiving the dumpster screening requirement. The property was then rezoned in 2007 from NR to the current LC Limited Commercial (“LC”) with a PO addition that the only LC land use permitted would be Limited Animal Care. It was this PO requirement that left NR land use restrictions in place, prohibiting restaurants over 2000 square feet and prohibiting drive-through service.

The application area is located between an established single-family residential subdivision located to the east, and a commercial center, DP-219 Auburn Hills CUP, located to the west. Property to the north, across Maple, is zoned SF-5 and developed with single-family residences. Property to the northwest is zoned LC and subject to development restrictions, Protective Overlay #17 that limits uses, building signage and access points. The property to the south is undeveloped, zoned GO General Office (“GO”) and is covered by Protective Overlay #140 that addresses architectural compatibility and density.

Analysis: At the MAPC meeting held July 24, 2008, the MAPC voted (12-0-1) to recommend approval of the protective overlay amendment as recommended by staff. Opposition submitted by a neighbor via email was provided to the MAPC. At the District V Advisory Board meeting held August 4, 2008, DAB V voted (9-1) to recommend amending the protective overlay, as recommended by staff, with an additional amendment that would specify that the closing hour be no later than 12:00 a.m. Because the DAB and MAPC recommendations differ, this item is forwarded to the City Council as a non-consent item. No protest petitions have been received. The recommended amendment to P-O 130 is as follows:

Item (2) shall be amended to read “Monument sign with a maximum sign face of 132 square-feet and a height of 16.5 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site.”

Item (9) shall be amended to read “Screening of trash receptacles is not required for the building on the current approved site plan, except that all trash receptacles used by any restaurant shall be screened with solid screening. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary.”

Item (14) shall be amended to read “Animal Care Limited is the only allowable “LC” Limited Commercial use permitted. Restaurants of up to 5,000 square feet shall be permitted. One drive-through coffee service shall be permitted, subject to circulation plan approval by the Traffic Engineer. All other uses shall conform to that of “NR” Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner’s and or their agent(s) request any additional “LC” Limited Commercial Zoning District use(s) not permitted within the “NR” Neighborhood Retail Zoning District”. The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council.”

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the Amendment to Protective Overlay 130 as recommended by staff; approve the first reading of the ordinance; OR
2. Adopt the findings of the MAPC and approve the Amendment to Protective Overlay 130 as recommended by DAB V; approve the first reading of the ordinance; OR

3. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____ **WITHOUT DAB RECOMMENDATIONS**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00036

Request to amend Protective Overlay 130 on property described as:

Lot 1, Block 1 and Reserve A, Auburn Hills Commercial 4th Addition to the City of Wichita, Sedgwick County, Kansas. Generally located south of Maple and 800 feet east of South 135th Street West.

THE AMENDED PROVISIONS OF PROTECTIVE OVERLAY DISTRICT 130:

Item (2) shall be amended to read "Monument sign with a maximum sign face of 132 square-feet and a height of 16.5 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site."

Item (9) shall be amended to read "Screening of trash receptacles is not required for the building on the current approved site plan, except that all trash receptacles used by any restaurant shall be screened with solid screening. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary."

Item (14) shall be amended to read "Animal Care Limited is the only allowable "LC" Limited Commercial use permitted. Restaurants of up to 5,000 square feet shall be permitted. One drive-through coffee service shall be permitted, subject to circulation plan approval by the Traffic Engineer. All other uses shall conform to that of "NR" Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner's and or their agent(s) request any additional "LC" Limited Commercial Zoning District use(s) not permitted within the "NR" Neighborhood Retail Zoning District". The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council."

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

ORDINANCE NO. _____ **WITH DAB RECOMMENDATIONS**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00036

Request to amend Protective Overlay 130 on property described as:

Lot 1, Block 1 and Reserve A, Auburn Hills Commercial 4th Addition to the City of Wichita, Sedgwick County, Kansas. Generally located south of Maple and 800 feet east of South 135th Street West.

THE AMENDED PROVISIONS OF PROTECTIVE OVERLAY DISTRICT 130:

Item (2) shall be amended to read "Monument sign with a maximum sign face of 132 square-feet and a height of 16.5 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site."

Item (9) shall be amended to read "Screening of trash receptacles is not required for the building on the current approved site plan, except that all trash receptacles used by any restaurant shall be screened with solid screening. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary."

Item (14) shall be amended to read "Animal Care Limited is the only allowable "LC" Limited Commercial use permitted. Restaurants of up to 5,000 square feet shall be permitted. Restaurants shall have hours of operation no later than 12:00 a.m. One drive-through coffee service shall be permitted, subject to circulation plan approval by the Traffic Engineer. All other uses shall conform to that of "NR" Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner's and or their agent(s) request any additional "LC" Limited Commercial Zoning District use(s) not permitted within the "NR" Neighborhood Retail Zoning District". The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council."

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF JULY 24, 2008 MAPC HEARING

Case No.: ZON2008-36 – Auburn Pointe, LLC, Gary Oborny; MKEC Engineering Consultants, Inc., Greg Allison Request Amendment to Protective Overlay PO-130 to eliminate the prohibition on drive-through service, to increase the permitted size of restaurants from 2000 to 5000 square feet in size, and to increase signage from 72 square feet with a 12-foot height limit to 132 square feet with a 16.5-foot height limit.

Lot 1, Block 1 and Reserve A, Auburn Hills Commercial 4th Addition to the City of Wichita, Sedgwick County, Kansas. Generally located south of Maple and 800 feet east of South 135th Street West.

BACKGROUND: The applicant requests an amendment to Protective Overlay 130 (PO-130), to eliminate the prohibition on drive-through service, to increase the permitted size of restaurants from 2,000 to 5,000 square feet in size, and to increase signage from 72 square feet with a 12-foot height limit to 132 square feet with a 16.5-foot height limit. The proposed sign would remain in the current sign location along Maple and west of the strip building on the site; the proposed drive-through coffee shop would be in the parking lot west of the strip building (see the attached site plan). PO-130 has been amended and adjusted several times, and currently exists as written below:

- (1) 35-foot building setbacks along the site's south, north and east sides.
- (2) Monument sign with a maximum sign face of 72 square-feet and a height of 12 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site.
- (3) A plan for a pedestrian walk system linking proposed buildings to the sidewalk along Maple and the sidewalks on the abutting DP-219 AUBURN HILLS C.U.P. shall be submitted for review and approval by the Planning Director.
- (4) Shared internal access and shared access onto Maple Street with DP-219 AUBURN HILLS C.U.P.
- (5) All exterior lighting shall be shielded to prevent light disbursement in a southerly or eastern direction. Lighting shall be similar to lighting provided in the DP-219 AUBURN HILL C.U.P. Lighting elements shall be no higher than 14-foot when within 100-feet abutting residential zoned properties, behind the 35-foot setback along the south and east sides of the property and 20-feet high on the remainder of the site. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.
- (6) All utilities shall be installed underground.
- (7) Landscaping plan shall show location, type and specifications of all plant material, to be reviewed and approved by the Planning Department. Evergreen trees may be planted along the south and east sides of the property at a spacing of 10 feet. The required front yard landscaping may be reduced by 50% if 50% of the landscaping materials are placed along the west side yard area. Landscaping shall be required prior to the issuance of any occupancy permit.
- (8) A 6-foot masonry wall, constructed of similar materials to the masonry wall on DP-219 AUBURN HILLS C.U.P. shall be provided along the site's east and south sides.
- (9) Screening of trash receptacles is not required for the building on the current approved site plan. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary.
- (10) Rooftop mechanical equipment shall be screened from ground level view per the Code of Wichita.

- (11) A metal east façade is permitted for the building on the current approved site plan. All future buildings shall share uniform architectural character, color, texture and the same predominate exterior building materials.
- (12) A 10-foot landscape easement shall be provided along the south and east sides of the tract. Austrian pine trees 14-feet in height shall be provided at a spacing of 12 feet along the east property line for the building on the current approved site plan. Elsewhere, evergreen trees shall be provided at a spacing of 10 feet.
- (13) Prohibited uses include group residences, correctional placement residences, group homes, multi-family, asphalt and concrete plant, limited.
- (14) Animal Care Limited is the only allowable “LC” Limited Commercial use permitted. All other uses shall conform to that of “NR” Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner’s and or their agent(s) request any additional “LC” Limited Commercial Zoning District use(s) not permitted within the “NR” Neighborhood Retail Zoning District”. The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council.

The applicant has met with three property owners located to the east of the subject site and reports no opposition to this request. Several other neighbors have called staff opposed to this request, and one neighbor e-mailed staff with opposition to the request (see attached). This site was originally re-zoned in 2003 from SF-5 Single-family Residential (“SF-5”) to NR Neighborhood Retail (“NR”) with PO-130. The PO has since been administratively adjusted twice (in 2006 and 2007) with the effect of increasing the sign size from 8-feet tall and 48 square feet to the current 12 feet tall and 72 square feet; reducing landscaping requirements; waiving the architectural requirements to allow for a metal building façade, and waiving the dumpster screening requirement. The property was then rezoned in 2007 from NR to the current LC Limited Commercial (“LC”) with a PO addition that the only LC land use permitted would be Limited Animal Care. It was this PO requirement that left NR land use restrictions in place, prohibiting restaurants over 2000 square feet, and prohibiting drive-through service.

The application area is located between an established single-family residential subdivision located to the east, and a commercial center, DP-219 Auburn Hills CUP, located to the west. Property to the north, across Maple, is zoned SF-5 and developed with single-family residences. Property to the northwest is zoned LC and subject to development restrictions, Protective Overlay #17 that limits uses, building signage and access points. The property to the south is undeveloped and zoned GO General Office (“GO”), and is covered by Protective Overlay #140 that addresses architectural compatibility and density.

CASE HISTORY: The subject site was included in the request for Community Unit Plan DP-219 and associated zoning case Z-3191, a request for a zoning change of AA Single-Family Residential (“AA”) to LC on 17.32-acres located on the southeast corner of Maple Street and 135th Street West. DP-219 and Z-3191 were approved by the Wichita City Council on May 7, 1996, but without the subject site being part of the CUP or zoning change. Development of the Far West Side Commercial Development Policy in 1996 was triggered by the DP-219 and Z-3191 application. The policy placed limits on the size of commercial zoning at various west side arterial street intersections and also contained architectural, signage, access and landscaping controls. The Far West Side Commercial Development Policy has since been eliminated. In 2003, ZON2003-59 changed the property’s zoning from SF-5 NR, subject to PO-130. Platting cases SUB2004-29 and SUB2005-85 were approved and recorded in 2004 and 2005 respectively. Case ZON2006-12 administratively adjusted PO-130 to increase sign size and height, and decrease landscape requirements. Case BZA2007-23 administratively adjusted PO-130 to permit a metal building façade and waive dumpster screening requirements, with an increase in evergreen tree height and decreased distance in tree spacing. Case ZON2007-39 increased the zoning on the site from NR to LC,

and amended PO-130 to permit only Limited Animal Care as an LC land use, with all other land uses restricted to NR zoning.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residential	Single-family subdivision
SOUTH:	GO	General Office	Undeveloped
EAST:	SF-5	Single-family Residential	Single-family subdivision
WEST:	LC	Limited Commercial	Retail shopping

PUBLIC SERVICES: The site has frontage along Maple Street. Maple is improved with four lanes, a center turn lane and decel lanes at the intersection of Maple and 135th Street West. East of the intersection Maple is classified as a 4-lane arterial. Current average daily trips (ADT) are 3,096 ADTs east of the intersection; with projected traffic volumes for 2030 were estimated at 6,800 ADTs. However, it is predicted that if the northwest bypass were to be constructed, traffic volumes would more likely be in the 9,000 to 10,000 ADT range. No improvements are scheduled on the city or county capital improvements program for Maple. Water and sewer are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets. The requested sign size of 132 square feet is within Sign Code restrictions for the LC zone. However, the request exceeds the NR sign limit of 96 square feet.

RECOMMENDATION: Neighborhood opposition of this request appears to be a response to the numerous actions which loosened development controls on this site over time; this current request should have less affect on the residential neighbors to the east than previous changes to PO-130. The proposed sign increase and small coffee drive-through are located west of the existing building, and will not be visible from properties east of the site. The requested increase in restaurant size could produce more trash and accompanying odors; therefore a requirement of solid dumpster screening for restaurants could mitigate these concerns. Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to an amended PO-130 as follows:

Item (2) shall be amended to read “Monument sign with a maximum sign face of 132 square-feet and a height of 16.5 feet. No flashing, rotating, moving signs or portable signs. Window display is limited to 25% of the window area. No signs allowed on the rear or any side facing the residential zoning to the east or the south of the site.”

Item (9) shall be amended to read “Screening of trash receptacles is not required for the building on the current approved site plan, except that all trash receptacles used by any restaurant shall be screened with solid screening. Trash receptacle screening shall remain a requirement for any future buildings within the Protective Overlay boundary.”

Item (14) shall be amended to read “Animal Care Limited is the only allowable “LC” Limited Commercial use permitted. Restaurants of up to 5,000 square feet shall be permitted. One drive-through coffee service shall be permitted, subject to circulation plan approval by the Traffic Engineer. All other

uses shall conform to that of “NR” Neighborhood Retail Zoning District, excepting the conditions listed above. This property will require an Amendment to this Protective Overlay should the present or future owner’s and or their agent(s) request any additional “LC” Limited Commercial Zoning District use(s) not permitted within the “NR” Neighborhood Retail Zoning District”. The Amendment shall be a public process requiring notification of surrounding owners and the approval of The Wichita City Council.”

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property in the neighborhood is zoned either GO or LC on the four corners of the Maple Street – 135th Street West intersection; all have either a community unit plan overlay or protective overlay on the non-residential zoning. Beyond the intersection, the neighborhood is predominately zoned SF-5, with the exception of some GO zoned property located to the south. The character of the neighborhood is that of a developed and developing suburban residential neighborhood.
2. The suitability of the subject property for the uses to which it has been restricted: The property is currently zoned LC subject to PO-130. PO-130 as it exists without this amendment request is intended to protect the abutting residential areas from any potential negative effects generated by commercial development. The site could continue to be used under the current development controls.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed amendment to PO-130 would increase signage size and height, increase the size of restaurants, and permit a drive-through coffee service. The signage increase could have a negative affect with increased visibility from the residences north of Maple. The increased restaurant size could increase traffic, noise, trash, and odors in the immediate area. The trash and odor negative effect could be mitigated by requiring dumpster screening for restaurants. The addition of drive-through service in the area could increase traffic and noise in the immediate area.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets.
5. Impact of the proposed development on community facilities: The increased restaurant size and addition of drive-through service could increase traffic counts on this portion of Maple. Maple can absorb increased traffic demand. The proposed uses may not create greater traffic demand than land uses which could be permitted on the site under the current development controls

MCKAY reported a conflict of interest on this item.

JESS MCNEELY, Planning staff presented the staff report.

HENTZEN asked about the dumpster screening requirement on the back of the building and asked if there was room back there to do that?

MCNEELY said most of the dumpsters are located on concrete pads and that there was room to construct some type of screening.

HILLMAN asked if the expansion of the restaurant space from 2,000 to 5,000 square feet would increase the overall square footage of the building or was the expansion within the existing structure.

MCNEELY said the Protective Overlay does not limit the overall building coverage at the site.

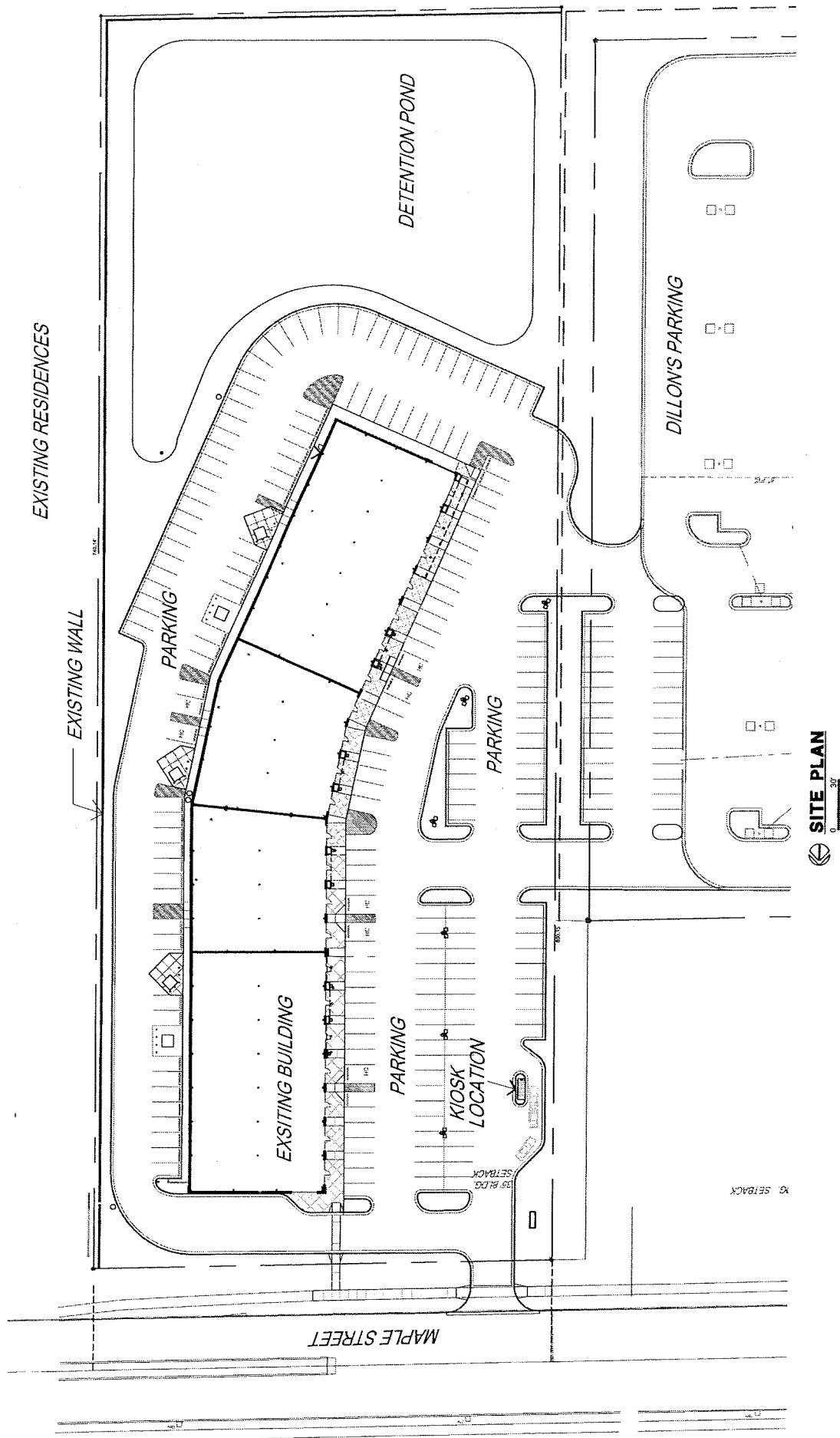
MICHAEL MONTEFERRANTE, 300 NORTH MAIN, APPLICANT, said they concur with staff comments on most points. He mentioned the three e-mails provided as handouts, but he stated that the center has been well received by the neighborhood and provides the type of products needed in the area. He said as far as the restaurant situation is concerned, it will be done within the existing structure. He said the planned restaurant will be an upscale non-smoking establishment. He said it is currently not required that trash receptacles have screening, but if that is the staff's recommendation, then they accept it. He requested that the proposed restaurant be grandfathered in with the existing conditions. He commented that the dumpster tops are painted identical and that the grease container is not visible. He said they want to increase the height of the current pylon sign on Maple so that they have enough room to represent all the building tenants on the sign. He said they also request approval for a drive up restaurant, which will be a Scooters Coffee kiosk, with no bull horns or loudspeakers where coffee is ordered at the window.

DENNIS briefly reviewed the progress and the number of changes to the Protective Overlay that have occurred and stated that the whole purpose of the Neighborhood Retail zoning was to act as a buffer between the neighborhood and development to the west. He also said he drove by the area today and that he took exception to Monteferrante's comment about the dumpsters matching the rear façade of the building. He asked how many more times they were going to request changes to the Protective Overlay.

MONTEFERRANTE responded that most dumpsters are green corrugation containers and that they will cycle in the new painting requirement. He said the grease trap is contained within the restaurant. He said they will request no more changes to the overlay, and that the Commission won't see him at a meeting again on this case. He concluded by stating that he appreciated the MAPC's patience. He said this amendment is being done to accommodate the last couple of building tenants for the center.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **SHERMAN** seconded the motion, and it carried (12-0-1). **MCKAY** - abstained.



City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00040 – Zone change from B Multi-family Residential (“B”) to LI Limited Industrial (“LI”); generally located west of Main Street, between 11th and 12th Streets. (District VI)

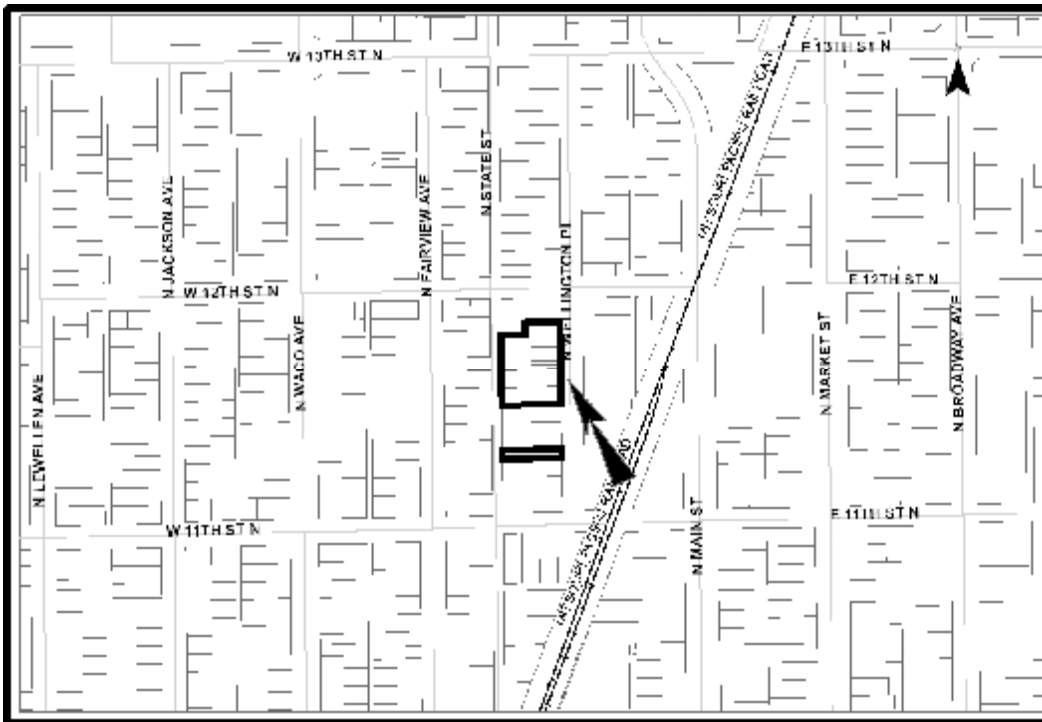
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve the LI zoning subject to the provisions of a Protective Overlay (13-0).

MAPD Staff Recommendations: Approve a Conditional Use for ancillary parking on a portion of the site and a zone change to LI on the remainder of the site.

DAB Recommendations: Approve a Conditional Use for ancillary parking on a portion of the site and a zone change to LI on the remainder of the site, as recommended by staff (6-0).



Background: The applicant, Apex Engineering, is requesting consideration for LI Limited Industrial (“LI”) zoning for an existing, unimproved parking lot and property used for the outdoor storage of industrial materials located on property zoned B Multi-family Residential (“B”). The sites are described as Lot 13 (outdoor storage), Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen’s Resurvey of Turner’s Addition. The sites are located between Wellington Place (east), State Street (west), 11th Street (south) and 12th Street (north). Currently, both uses are nonconforming for the B zoning district.

The requested LI zoning would match the LI zoning of the applicant’s existing manufacturing facility, (built 1990) which is located almost entirely east of the subject parking lot, across Wellington Place. A small portion of the manufacturing facility is a warehouse, constructed in 1981, and the outdoor storage located on Lots 9, 11 and the B zoned Lot 13, all in the Allen’s Resurvey of the Turner’s Addition. This portion of Apex is located approximately 125 feet south of the subject parking lot. The areas for which zoning is requested are separated by another LI zoned warehouse/office (built in 1975 and 1985), Winding Specialist Company, Inc. Information obtained from a previous case, filed by the applicant, on the B zoned parking lot (CON2001-07, ancillary parking) stated that the Apex complex of buildings housed approximately 6,400 square feet of office, 15,850 square feet of warehouse and 43,652 square feet of manufacturing.

The applicant’s unimproved parking lot has two drives onto Wellington Place, which is a paved, 60 foot, two-lane local street. The parking lot has uninterrupted access onto State Street, an unimproved, 30 foot local street, which more closely resembles an alley. There have been complaints of trailers and industrial scrap trailers in the parking lot. The Unified Zoning Code (UZC) Art II, Sec II-B, 10a defines “parking” as “the temporary location for not more than 72 consecutive hours of motor vehicles (except for inoperable vehicles), boats, trailers, and unoccupied recreational storage vehicles.” Parking of trailers and industrial scrap trailers would be considered “outdoor storage” as defined by the UZC, Art II, Sec II-B, 12r - “the keeping, storing, placing, or locating outside of an enclosed structure for more than 72 consecutive hours any property, goods, products, equipment, trailers, portable storage containers, or other similar items not considered accessory uses, as listed in this code.”

The lot being used for outdoor storage (part of the previously mentioned warehouse) has a drive onto Wellington Place. A chain link fence prevents access from this lot onto State Street. If the requested zoning is approved, both sites would have to come into compliance with current development standards, which would include: the paving of the parking lot and outside storage area; installation of solid screening and landscaping; and observance of compatibility standards, including no dumpsters or reuse receptacles located closer than 20 feet from any property zoned TF-3 Two-family Residential (“TF-3”) or more restrictive.

The properties located west and north of the sites are zoned B and TF-3. These properties are developed as single-family residences, mostly built in the 1920s, but extending back to 1890, and as recently as 2004. There is also an apartment building that was built in 1977. The single-family residences, located west of the site across State Street, have their backyards facing State and the subject sites. The single-family residences abutting the north side of the subject parking lot also have their backyards facing the subject sites. There is no screening or landscaping on the subject sites that would provide a buffer for the single-family residences. In fact, none of the block’s three manufacturing businesses are in compliance with current screening and landscaping standards. In regards to the applicant’s sites, screening and landscaping had been issues that were discussed and resolved in the Conditional Use requests for ancillary parking, CON2001-06 and CON2001-07, with CON2001-07 being the current parking lot site. Both of these cases were approved by DAB VI and the MAPC in February of 2001, but the conditions of the Conditional Uses never were completed, and the cases were denied and closed. There have been complaints about the applicant blocking other businesses’ drives in the area, congestion on Wellington Place and the lack of screening around the areas used by Apex for outdoor storage.

Analysis: DAB VI heard ZON2008-40 at their August 20, 2008 meeting. There was a representative from a neighboring business present at the meeting who stated that the applicant’s trucks blocked the drive

into their parking lot and the applicant's trucks made getting through Wellington Place difficult because they were parked on that street for longer than two hours for loading and unloading. The DAB discussed other potential issues with the request including: drainage, how tall buildings can be in the LI zoning, loading off of Wellington Place, the size of trucks using the facility, parking restrictions and the current lack of compliance for screening and landscaping on the site. See the attached DAB memo. As recommended by staff, the DAB voted (6-0) to approve a Conditional Use for ancillary parking on a portion of the site and a zone change to LI on the remainder of the site. The conditions of the Conditional Use and the zone change to LI are:

- (1) A Conditional Use for ancillary parking on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (currently an unimproved parking lot), all in Allen's Resurvey of Turner's Addition. The parking lot is to be paved with concrete or asphalt and is to have solid screening and a landscape buffer where it abuts or is adjacent to residential zoning. Paving, solid screening and landscaping is to be in place within 6 months of approval by the appropriate governing body.
- (2) Approve LI zoning for Lot 13, Allen's Resurvey of Turner's Addition. Solid screening is to be provided along the west side of Lots 9, 11 and 13, Allen's Resurvey of Turner's Addition within six months of approval by the appropriate governing body.

The DAB discussed staff's alternate recommendation for LI with a protective overlay that only allowed parking, but did not approve it.

The MAPC considered ZON2008-22 at their August 21, 2008 meeting. No one spoke against the request at the MAPC meeting. Prior to the MAPC meeting, staff had received phone calls, some which had potential issues with the request, which were the same as presented at the DAB meeting. The other calls were seeking information. The applicant requested that the MAPC consider an expanded protective overlay which included: restricting uses to warehouse, office and parking, and dedication of complete access control onto State Street. The MAPC recommended approval (13-0) of the applicant's zone change with the following provisions of PO #220:

- (1) Parking, warehousing and office uses only allowed on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. The parking lot will be paved with concrete or asphalt and will have solid screening and a landscape buffer where it is abutting or adjacent to residential zoning. Paving, solid screening and landscaping will be in place within 6 months of approval by the appropriate governing body.
- (2) Approve LI zoning for Lot 13, Allen's Resurvey of Turner's Addition. Solid screening will be provided along the west side of Lots 9, 11 and 13, Allen's Resurvey of Turner's Addition within 6 months of approval by the appropriate governing body.
- (3) Dedicate complete access control onto State Street from Apex properties.

No protests were filed on the requested zoning. Because the MAPC recommendation differs from the DAB recommendation, this case will be forwarded to City Council as a non-consent item.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to the provisions of Protective Overlay #220; withhold publication of the ordinance establishing the zone change until all the conditions have been met; or

2. Approve the Conditional Use on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43, all in Allen's Resurvey of Turner's Addition, as approved by the District Advisory Board (an override of the MAPC's recommendation requires a two-thirds majority vote of the City Council on first hearing); and approve LI zoning for Lot 13 in Allen's Resurvey of Turner's Addition; or
3. Return the application to the MAPC for reconsideration.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00040

Zone change from B Multi-family Residential ("B") to LI Limited Industrial ("LI") on property described as:

Lot 13, Allen's Resurvey of Turner's Addition, Wichita, Sedgwick County, Kansas; generally located west of Main Street, between 11th & 12th Streets, on the west side of Wellington Place.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00040

Zone change from B Multi-family Residential ("B") to LI Limited Industrial ("LI") subject to Protective Overlay #220 on property described as:

Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 & Lot 13, all Allen's Resurvey of Turner's Addition, Wichita, Sedgwick County, Kansas; generally located west of Main Street, between 11th & 12th Streets, on the west side of Wellington Place.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #220:

- (1) Parking, warehousing and office uses only allowed on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. The parking lot will be paved with concrete or asphalt and will have solid screening and a landscape buffer where it is abutting or adjacent to residential zoning. Paving, solid screening and landscaping to be in place within 6 months of approval by the appropriate governing body.
- (2) Approve LI zoning for Lot 13, Allen's Resurvey of Turner's Addition. Solid screening to be provided along the west side of Lots 9, 11 and 13, Allen's Resurvey of Turner's Addition within 6 months of approval by the appropriate governing body.
- (3) Dedicate complete access control onto State Street from Apex properties, to be provided within 6 months of approval by the appropriate governing body.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF THE AUGUST 21, 2008 MAPC HEARING

Case No.: ZON2008-40 - Apex Engineering International LLC, c/o Jeff Landreth (ownership/applicant), MKEC Engineering Consultants, c/o Brian Lindebak Request City zone change from B Multi-Family Residential to LI Limited Industrial on property described as;

Lots 13, 25, 27, 29, 31, 35, 37, 39, the East 100 feet of Lot 41 and the South 10 feet of the East 100 feet of Lot 43, all in Allen's Resurvey of Turner's Addition to the City of Wichita, Kansas, Sedgwick County, Kansas. Generally located West of Main Street and south of 12th Street North.

BACKGROUND: The applicant is requesting consideration for LI Limited Industrial ("LI") zoning for an existing, unimproved parking lot and property used for the outdoor storage of industrial materials located all on property zoned B Multi-family Residential ("B"). The sites are described as Lot 13 (outdoor storage), Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. The sites are located between Wellington Place (east), State Street (west), 11th (south) and 12th Streets (north). Currently both uses are nonconforming for the B zoning district.

The requested LI zoning would match the LI zoning of the Apex (applicant) manufacturing facility, (built 1990) which is located almost entirely east of the subject parking lot, across Wellington Place. A small portion of the manufacturing facility is a warehouse (1981) and the outdoor storage located on Lots 9, 11 and the B zoned 13, all in the Allen's Resurvey of the Turner's Addition. This portion of Apex is located approximately 125 feet south of the subject parking lot. The sites/lots of the requested zoning are separated by another LI zoned warehouse/office (1975 and 1985), Winding Specialist Company Inc. Information from a previous cases, filed by the applicant, on the B zoned parking lot (CON2001-07, ancillary parking) state that the Apex complex of buildings house approximately 6,400 square feet of office, 15,850 square feet of warehouse and 43,652 square feet of manufacturing.

The subject unimproved parking lot has two drives onto Wellington Place, which is a paved, 60-foot, two lane local street. The parking lot has uninterrupted access onto State Street, an unimproved, 30-foot local street, which more closely resembles an alley. There have been complaints of trailers and trailers of industrial scrap in the parking lot. The Unified Zoning Code (UZC) defines "parking" as "the temporary location for not more than 72 consecutive hours of motor vehicles (except for inoperable vehicles), boats trailers, and unoccupied recreational storage vehicles."; Art II, Sec II-B, 10a. Parking of trailers and trailers of industrial scrap would be considered "outdoor storage" as defined by the UZC, Art II, Sec II-B, 12r; "the keeping, storing, placing, or locating outside of an enclosed structure for more than 72 consecutive hours any property, goods, products, equipment, trailers, portable storage containers, or other similar items not considered accessory uses, as listed in this code."

The lot being used for outdoor storage (part of the previously mentioned warehouse) has a drive onto Wellington Place. A chain link fence prevents access from this lot onto State Street. If the requested zoning is approved both sites would have to come into compliance with current development standards, which would include the paving of the parking lot and outside storage area, solid screening, landscaping and compatibility standards, including no dumpsters or reuse receptacles located closer than 20 feet from any property zoned TF-3 Two-family Residential ("TF-3") or more restrictive.

The properties located west and north of the sites are zoned B and TF-3. These properties are developed as single-family residences, mostly built in the 1920s, but extending back to 1890 and as recently as 2004. There is also an apartment building that was built in 1977. The single-family residences, located west of the site, across State Street, have their backyards facing State and the subject sites. The single-family

residences abutting the north side of the subject parking lot also have their backyards facing the subject sites. There is no screening or landscaping on the subject sites that would provide a buffer for the single-family residences. In fact none of the block's three manufacturing businesses are in compliance with the current screening and landscaping standards. In regards to the applicant's sites, screening and landscaping had been issues that were discussed and resolved in the Conditional Use requests for ancillary parking , CON2001-06 and CON2001-07, with -07 being the current parking lot site. Both of these cases were approved by DAB VI and the MAPC, in February of 2001, but the conditions of the Conditional Uses never were completed and the cases were denied and closed. There have been complaints about the applicant blocking other businesses' drives in the area, congestion on Wellington and the lack of screening around the areas used by Apex for outdoor storage.

CASE HISTORY: The property is part of Allen's Resurvey of the Turner Addition, which was entered on transfer record October 29, 1885. The alley running between Lots 50 & 56 (east side) and 24 – 48 (inclusive, west side), Allen's Resurvey of the Turner Addition was vacated in 1912. IN 2001 the current applicant, Apex Engineering, requested consideration for Conditional Uses (CON2001-06 and CON2001-07, current parking lot) for ancillary parking on the B zoned site and on its B zoned property sandwiched between the applicant's manufacturing complex and the abandoned Union Pacific railroad right-of-way, located east of the site, across Wellington Place. As already noted both of these cases were approved by DAB VI and the MAPC, in February of 2001, but the conditions of the Conditional Uses never were completed and the cases were denied and closed.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Single-family residences
SOUTH:	LI	Paved parking lot, office/warehouse and manufacturing
EAST:	LI	Manufacturing/ warehouse/office complex
WEST:	TF-3, B	Single-family residences, a small apartment

PUBLIC SERVICES: Municipal water and sewer services are available to this site. Wellington Place is a local two lane paved street, as are 11th and 12th Streets, which Wellington intersects. State Street is an unimproved 30-foot half street ROW. These streets provide the access to the Apex facility and the other two manufacturing facilities within this block/area. The nearest streets that are not classified as local streets are 13th Street North, a minor arterial, and (east of the site) Main Street a one way, south urban collector. Current traffic at the 13th and Main intersection are between 14,248 – 15,222 north to south trips and 1,931 to 2,633 east to west trips..

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” classifies this property as “Employment/Industry Center.” This category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The proposed LI zoning is not at odds with this classification, although the current uses on the B zoned subject sites are a parking lot and the isolated B zoned lot that has outside storage associated with an abutting warehouse. The proposed LI zoning is not being promoted for any future expansion of the Apex site, which, based on the applicant's previous Conditional Use (CON2001-06 and CON2001-07) request for ancillary parking would trigger the need for additional parking.

Industrial locational guidelines state that: (a) Industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility truck lines, rail spurs, airports and as extensions of existing industrial uses; (b) Industrial traffic should not feed directly into local streets in residential areas; (c) Industrial uses should be generally located away from existing or planned residential areas and sited so as not to generate industrial traffic through less

intensive land use areas. The Apex site, which the B zoned subject lots/sites are a part of, has no direct access to any major arterials, city truck routes, belt highways, utility truck lines, rail spurs, or airports. Direct access to the Apex site and the subject lots/sites are off of local streets, with one of them, State Street, being an unimproved 30-foot half street ROW. The site does not currently (see following “Midtown” criteria) meet the locational criteria for an industrial development.

The site is located in the “Midtown Neighborhood Plan,” which was adopted in 2004. Midtown contains the original town site of Wichita (platted 1865), the site of the first house in Wichita, the first school site, the first jail site and the first neighborhood. Subsequent development waves can be seen in the different housing types of the area and the remnants of industrial sites that developed along the now abandoned UP railroad ROW. The Plan recognizes that these few remaining industrial uses employ a significant portion of the neighborhood and are therefore encouraged to remain, while helping to contribute to improving the neighborhood for the residents that live in it. The Plan calls for these industrial uses to have buffers around them to provide a transition between them and the predominate residential uses around them. The Plan also notes in 1976 trucks of 1.5 tons or more were banned from circulating down certain streets in Midtown, including Main Street. The Plan shows a clear preference towards maintaining the residential character of the neighborhood. The Apex site is one of the remaining industrial sites between 9th Street and 12th Street, that abut the now abandoned UP rail ROW, which as an active railroad track was the catalyst for the area’s past industrial zoning and development. The location of these remnant industrial sites and the abutting residential neighborhoods are a juxtaposition of incompatible uses.

The Apex property is identified as being in a Revitalization Area and a Local Investment Area. By definition this area has issues of building improvements, infrastructure improvements, economic development, and neighborhood development that need strategy and investment. The subject sites are also in historical environs, which call for review of any future development.

RECOMMENDATION: Based on the subject sites’ conformance to plans and policies it would seem the applicant’s 2001 Conditional Use request for ancillary parking on the B zoned parking lot is a more suitable than the current proposed LI zoning. A Conditional Use for ancillary parking on the B zone parking lot would bring the parking lot into compliance and provide the Midtown Plan’s desired transitional buffer. Rezoning the isolated B zoned lot to LI fits into its abutting zoning, while bringing it into compliance. Staff recommends approval of;

- (1) Conditional Use for ancillary parking on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen’s Resurvey of Turner’s Addition. The parking lot will be paved with concrete or asphalt and will have solid screening and a landscape buffer where it is abutting or adjacent to residential zoning. Paving, solid screening and landscaping will be in place within 6 months of approval by the appropriate governing body.
- (2) Approve LI zoning for Lot 13, Allen’s Resurvey of Turner’s Addition. Solid screening will be provided along the west side of Lots 9, 11 and 13, Allen’s Resurvey of Turner’s Addition within 6 months of approval by the appropriate governing body.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The properties located west and north of the sites are zoned B and TF-3. These properties are developed as single-family residences, mostly built in the 1920s, but extending back to 1890 and as recently as 2004. There is also an apartment building that was built in 1977. Horace Mann Elementary school is located two blocks east of the subjects sites, separated from the applicant’s, Apex, manufacturing complex by the abandoned UP railroad ROW and Main Street. The Apex site (and the two other manufacturing businesses in the block) is one of the remaining industrial sites between 9th Street and 12th Street, that abut the

now abandoned UP rail ROW, which as an active railroad track was the catalyst for the area's industrial zoning and development. The location of these remnant industrial sites and the abutting residential neighborhoods are a juxtaposition of incompatible uses.

2. The suitability of the subject property for the uses to which it has been restricted: Because of the industrial type of development established on Wellington Place Drive between 11th and 12th streets, the development of Multi-Family/Residential on this site is unlikely, as long as the current manufacturing facilities remain active.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Any detrimental effects would be mitigated by the recommended conditions of approval and code required development standards.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" classifies this property as "Employment/Industry Center." This category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The proposed LI zoning is not at odds with this classification, although the current uses on the B zoned subject sites are a parking lot and the isolated B zoned lot that has outside storage associated with an abutting warehouse. The proposed LI zoning is not being promoted for any future expansion of the Apex site, which, based on the applicant's previous Conditional Use (CON2001-06 and CON2001-07) request for ancillary parking would trigger the need for additional parking.

Industrial locational guidelines state that: (a) Industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility truck lines, rail spurs, airports and as extensions of existing industrial uses; (b) Industrial traffic should not feed directly into local streets in residential areas; (c) Industrial uses should be generally located away from existing or planned residential areas and sited so as not to generate industrial traffic through less intensive land use areas. The Apex site, which the B zoned subject lots/sites are a part of, has no direct access to any major arterials, city truck routes, belt highways, utility truck lines, rail spurs, or airports. Direct access to the Apex site and the subject lots/sites are off of local streets, with one of them, State Street, being an unimproved 30-foot half street ROW. The site does not currently (see following "Midtown" criteria) meet the locational criteria for an industrial development.

The site is located in the "Midtown Neighborhood Plan," which was adopted in 2004. Midtown contains the original town site of Wichita (platted 1865), the site of the first house in Wichita, the first school site, the first jail site and the first neighborhood. Subsequent development waves can be seen in the different housing types of the area and the remnants of industrial sites that developed along the now abandoned UP railroad ROW. The Plan recognizes that these few remaining industrial uses employ a significant portion of the neighborhood and are therefore encouraged to remain, while helping to contribute to improving the neighborhood for the residents that live in it. The Plan calls for these industrial uses to have buffers around them to provide a transition between them and the predominate residential uses around them. The Plan also notes in 1976 trucks of 1.5 tons or more were banned from circulating down certain streets in Midtown, including Main Street. The Plan shows a clear preference towards maintaining the residential character of the neighborhood. The Apex site is one of the remaining industrial sites between 9th Street and 12th Street, that abut the now abandoned UP rail ROW, which as an active railroad track was the catalyst for the area's industrial zoning and development. The location of

these remnant industrial sites and the abutting residential neighborhoods are a juxtaposition of incompatible uses.

4. Impact of the proposed development on community facilities: The parking lot has been in operation since before 2001, as dated from the applicant's previous Conditional Use request (CON2001-07) for ancillary parking on the B zoning parking lot. It is reasonable to presume that the isolated B zoned lot being used for outdoor storage associated with the abutting warehouse has been in use since 2001. The recommended Conditional Use for ancillary parking on the B zoned parking lot and the recommended LI zoning on the B zoned lot being used for outdoor storage would bring them into current compliance with the development standards of the UZC. Their current uses would not change or intensify due to the recommended Conditional Use or zone change.

However if the MAPC finds the requested LI zoning appropriate, staff recommends the following Protective Overlay:

- (1) Parking only allowed on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. The parking lot will be paved with concrete or asphalt and will have solid screening and a landscape buffer where it is abutting or adjacent to residential zoning. Paving, solid screening and landscaping will be in place within 6 months of approval by the appropriate governing body.
- (2) Approve LI zoning for Lot 13, Allen's Resurvey of Turner's Addition. Solid screening will be provided along the west side of Lots 9, 11 and 13, Allen's Resurvey of Turner's Addition within 6 months of approval by the appropriate governing body.

BILL LONGNECKER, Planning Staff presented the Staff Report. He said DAB VI expressed concerns regarding more industrial types of traffic that this may cause in the area.

JOHNSON asked for clarification of exactly what property Apex owned.

GENE RATH, MKEC ENGINEERING, AGENT FOR THE APPLICANT said **JEFF LANDRETH, PRESIDENT OF APEX ENGINEERING** was also present to answer questions. He referred to a larger aerial view of the area and reviewed the Apex facility. He commented that staff was supportive of the LI zoning request with a Protective Overlay limiting use to parking, warehouse and office space, but no manufacturing. He said Apex is happy with that recommendation and they are in agreement with staff's recommendation. He referred to a conceptual parking plan of the property which included paving and screening of the site. He said they would also meet the landscaping code by providing trees and landscaping and additional trees along Wellington Place. He said they would also screen and completely block access to State Street. He said the only ingress and egress from the parking lot would be from Wellington Place. He mentioned concerns brought up at DAB VI regarding truck traffic in the area and Winding Specialist's concerns about delivery trucks blocking their entrance. He said **MR. LANDRETH** has invited Winding Specialist's personnel to meet with him to try to work out their concerns. He said Apex plans to make the south building the primary shipping and receiving area and limit truck traffic that stops in the street. He concluded by saying that they are in agreement with staff recommendation for LI with a PO limiting use to parking, warehouse and office use only.

HILLMAN asked about Apex's hours of operation; lighting; and if they have had complaints regarding lighting from the neighbors.

JEFF LANDRETH, APEX ENGINEERING, responded that normal operation is one shift from 7:00 A.M. -3:30 P.M. with office personnel that stay until 5:00 P.M. He said as business goes up and down in

the aircraft industry, sometimes they put on a second shift limited to ten to twenty employees. He mentioned that has happened twice in the last four years.

JEFF LANDRETH explained that they already have lighting and cameras on the building for employee protection. He said they monitor all of Wellington Place. He said the lights were normal street lights and the lights in the front of the building were twenty-five to thirty feet high. He said neighbors have not complained about the lights.

FOSTER asked why the applicant felt LI zoning was preferable to a conditional use.

JEFF LANDRETH said rezoning was an arduous task. He commented that they bought the company in 2003 out of foreclosure. He said at that time the building was in horrible shape and looked like crap. He said they have put a lot of time and money into making the facility look nice including replacement of approximately \$50,000 worth of sheet metal in the front of building and repainting the entire structure so it is not an eyesore in the community. He said they are only the third business in Wichita to be a part of KDHE's Sharps Program, which means they are as highly certified as you can get as far as safety is concerned. He said they feel strongly about protecting their employees. He said they are making a significant investment, long-term. He said they are getting ready to spend approximately \$90,000 on concrete parking and landscaping. He said chances they may put office space at the location in the future are slim, but they would like to preserve that right at this time. He said if they convert the parking area to office space, it would eliminate the traffic problem on the street so it should not be a concern.

MOTION: To approve subject to staff recommendation, as revised.

HILLMAN moved, **ANDERSON** seconded the motion, and it carried (13-0).

FOSTER asked if the motion included no access to State Street mentioned by the applicant.

HILLMAN said that is correct.

LONGNECKER said that would also include that uses are limited to office, parking and warehouse.



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District 6

SUBJECT: ZON2008-00040 zone change request from B Multi-family Residential ("B") to LI Limited Industrial ("LI") Between 11th & 12th Streets on the west side of Wellington Place.

DATE: August 21, 2008

On Wednesday, August 20, the District 6 Advisory Board (DAB) considered a zone change request from B Multi-family Residential ("B") to LI Limited Industrial ("LI") Between 11th & 12th Streets on the west side of Wellington Place. The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker*, Planner presented the case background and reviewed the staff recommendation with members and the public.

The Board asked the following questions:

- Is there a drainage problem in the area?
- Who owns the property where the railroad used to be?
- What is the height allowance if zoned LI (limited industrial)?
- Has the applicant considered all the truck traffic on the streets if he decides to build for expansion?
- Is there a limited size of trucks allowed on the streets in that area?
- Is it legal to block a road for two hours?
- Is there a reason to restrict loading on the Wellington street side?
- Other businesses in the area-how do they get to their own entrance with all the trucks?
- Why are you not in compliance with parking and screening already?

One member of the public spoke saying the company was a good and bad neighbor as of now she can't get into her own business parking. If they expand she won't be able to get into her business because of all the trucks that sit longer than two hours on the street.

******Action:** The DAB 6 members voted **(6-0)** to recommend to the City Council approval of the original recommendations in the MAPD staff report on page 5.

Please review this information when **ZON2008-00040** is considered.

mttd

RESOLUTION No. 08-483

A RESOLUTION AUTHORIZING A CONDITIONAL USE FOR ANCILLARY PARKING ON APPROXIMATELY 0.86-ACRES ZONED B MULTI-FAMILY RESIDENTIAL ("B") SUBJECT TO CONDITIONS, GENERALLY LOCATED WEST OF MAIN STREET, BETWEEN 11TH AND 12TH STREETS, ON THE WEST SIDE OF WELLINGTON PLACE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit ancillary parking on approximately 0.86-acres zoned B Multi-family Residential ("B"), subject to the conditions listed below:

Case No. CON2008-00051

A Conditional Use to permit ancillary parking on approximately 0.86-acres zoned B Multi-family Residential ("B") as described:

Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. Generally located west of Main Street, between 11th and 12th Streets, on the west side of Wellington Place.

SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) Conditional Use for ancillary parking on Lots 25-39 (odd), the east 100 feet of Lot 4, and the south 10 feet of the east 100 feet of Lot 43 (parking lot), all in Allen's Resurvey of Turner's Addition. The parking lot will be paved with concrete or asphalt and will have solid screening and a landscape buffer where it is abutting or adjacent to residential zoning. Paving, solid screening and landscaping to be in place within 6 months of approval by the appropriate governing body. Provide a site plan to reflect approved development.
- (2) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in the Unified Zoning Code, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

CON2008-00051

PAGE 1

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date October 7, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: CUP2008-28– DP-154 Hanley Residential and Commercial Community Unit Plan Amendment #4 to permit an electronic message board on Parcel 4; generally located on the southeast corner of 19th Street North and Webb Road. (District II)

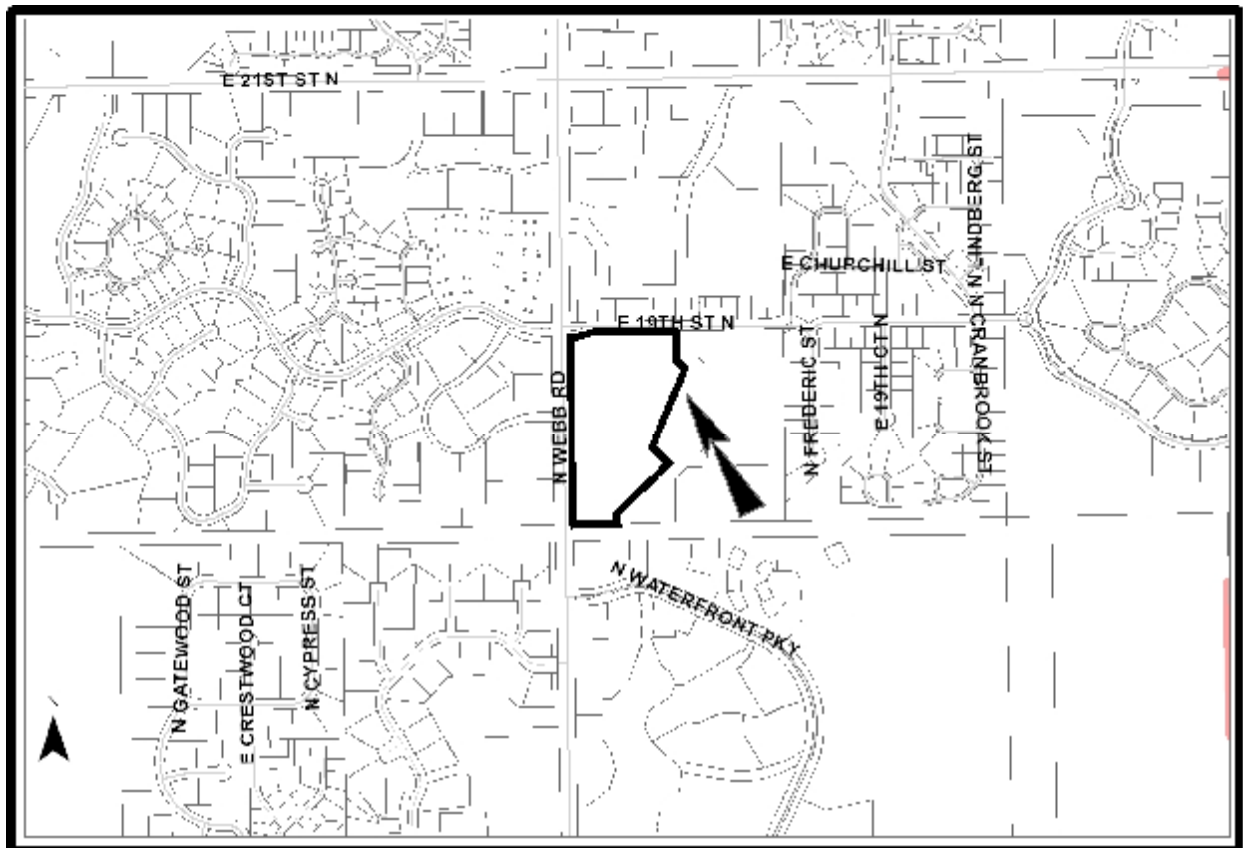
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve as requested (10-3).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Approve, subject to staff recommendation (3-2-1).



BACKGROUND: The applicant proposes to amend DP-154 to permit a monument sign with an electronic message center on Parcel 4, zoned SF-5 Single-Family Residential (“SF-5”) and developed with Eastminster Presbyterian Church. The property is located on the southeast corner of 19th Street North and Webb Road. The proposed sign is 16 feet 6 inches tall and 138 square feet in size (see the attached sign elevation) and would replace the existing monument sign for the church.

The CUP currently permits signs consistent with the Sign Code, except that flashing signs are prohibited. Within the SF-5 zone district, institutional uses may request an administrative adjustment for electronic message board signs. However, the maximum size is limited to 100 square feet and the rate of change of the message cannot be more rapid than once per second, including the ability to scroll so long as the scrolled message does not change quicker than once per second. The CUP amendment is being sought to exceed the 100 square foot limitation.

DP-154 is a 47-acre CUP with a total of seven parcels. Parcel 5 is located north of 19th Street North and is zoned TF-3 Two-Family Residential (“TF-3”) and is an undeveloped parcel owned by Eastminster Presbyterian Church. Parcel 6, adjoining Parcel 5, is being developed with an assisted living complex on property zoned GO General Office (“GO”). Other uses in the CUP include a bank on Parcel 7, zoned LC Limited Commercial (“LC”) and an apartment complex (Quarters at Cambridge) on Parcels 1-3, zoned B Multi-Family Residential (“B”). Also, an office development zoned GO is located east of Webb Road between Parcel 5 and Parcel 6, but it is not included within the CUP.

A large medical office complex (DP-260) is located on property zoned GO directly west of the church. A condominium development on property zoned SF-5 (Clubhouse Villa in DP-201) is located to the northwest, and a development of large single-family residences on property zoned SF-5 (The Foliage) is located to the southwest. A commercial strip center is located on property zoned LI Limited Industrial (“LI”) to the south of the church site. To the east, the church owns a large vacant tract of unplatted land zoned SF-5.

Analysis: At the District II Advisory Board held August 4, 2008, the District Advisory Board voted (3-2-1) to recommend the electronic message board be allowed, but subject to the staff recommendation of limiting it to 100 square feet in size. A citizen was present to speak in opposition.

At the MAPC meeting held August 21, 2008, MAPC voted (10-3) to recommend approval of DP-154 Amendment #4 subject to the request for an electronic message board of 138 square feet in size. No citizen spoke in opposition at the MAPC hearing, but one written message was received prior to the hearing. The action of the MAPC was to approve the request subject to the following conditions:

1. General Provision 8e shall be added to DP-154 and state: One electronic message board monument style sign with video and animation display shall be permitted on Parcel 4 adjacent to Webb Road. The sign shall have a maximum height of 16 feet six inches and a maximum sign area of 138 square feet. The sign shall be a minimum of 150 feet from the south property line.
2. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Because the DAB recommendation differed from the MAPC recommendation, this item is forwarded to the City Council as a non-consent agenda item.

Financial Considerations: None.

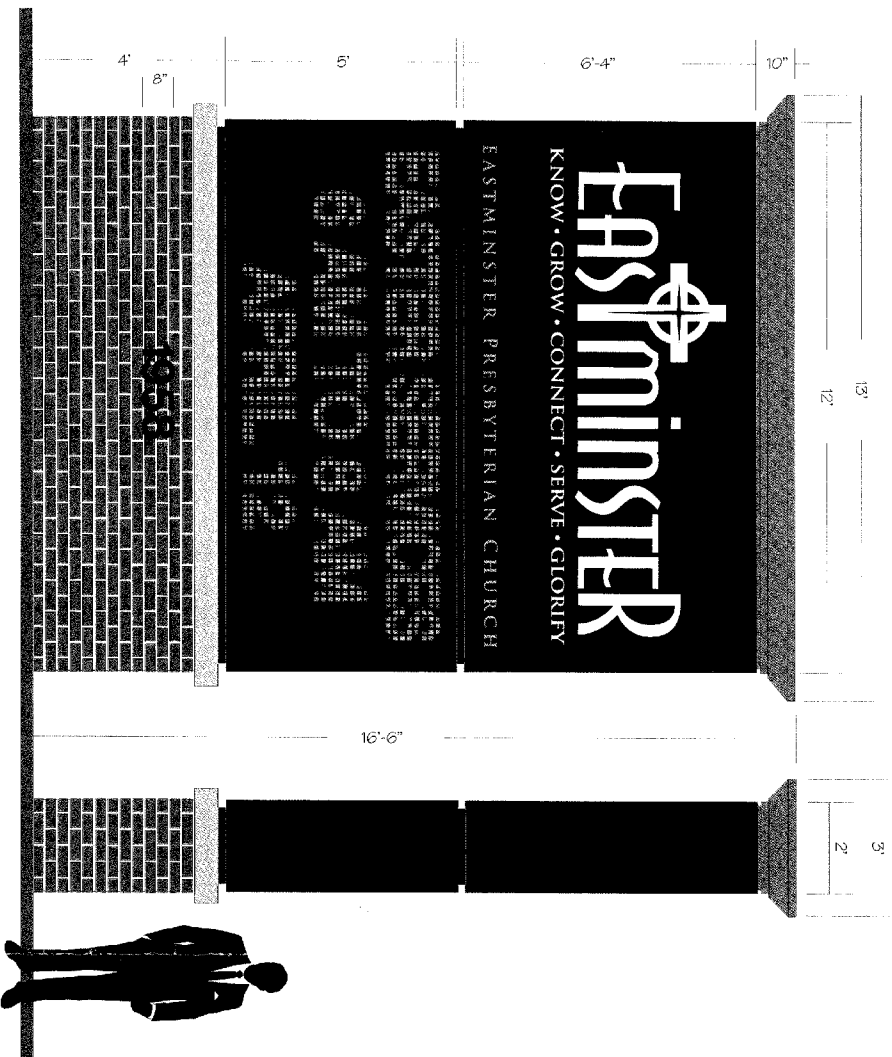
Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No ordinance is required.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the community unit plan amendment subject to the recommended conditions; or
2. Adopt the findings of the MAPC and DAB II findings and approve the community unit plan amendment as recommended by the DAB; or
3. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



REMOVE THE EXISTING BRICK MONUMENT (SEE PHOTO BELOW).
FAB AND INSTALL (!) D/F INTERNALLY ILLUMINATED MONUMENT
SIGN AS SHOWN.

24" WIDEBODY CABINET WITH ROUTED FACES.

"EASTMINSTER" HAS WHITE PLEX BACKERS.

"EASTMINSTER PRESBYTERIAN CHURCH" HAS WHITE PLEX BACKERS
WITH 3600-121 SILVER VINYL.

"KNOW, GROW,..." HAS WHITE PLEX BACKERS.

FLUORESCENT ILLUMINATION, 120 VOLTS.

BLACK Z' REVEALS.

8" CAST ALUMINUM HEYETICA NUMERAL 5 ON BASE, PIN
MOUNTED ON 1/2" SPACERS

ALUMINUM CROWN TOP.

EMC UNITS, DAKTRONICS AF-3400-40 X 36, 34-A-2X,
5' X 11 1/2" X 8" CABINETS, 5 ROWS OF COPY, 9"-53" TALL.
CLADDING PAINTED PMS 685 BLUE.

INSTALL SITE:
1956 N. WEBBS RD.
GAIL ADAMO
634-0337 EXT. 205

PMS 8003 PEWTER

PMS 685 BLUE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

REMOVE

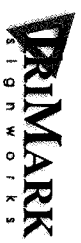
REMOVE

REMOVE

REMOVE

REMOVE

REMOVE



319 S. OAK
WICHITA, KANSAS
(316) 263-2224
FAX (316) 263-1463

Job Name:
Eastminster Presbyterian Church

Job Location:
Wichita, KS

Layout:
eastminster02.cdr

Production File:
eastminster02.pit

Sales Contact:
Michael Bankston

Scale:
3/8 = 1

Dwg. #
906741-10

Drawn By:
G. Clausen

Date:
5-6-08

Revisions: 5-13-08, 5-15-08
5-19-08, 6-2-08



This design is the property of
PRIMARK SIGNWORKS
It cannot be used or duplicated by
anyone without the prior approval of
said company.
Colors shown on this print are used for
representation purposes only, and are
not completely accurate. Colors are to
be determined by customer. Work on
this job cannot start until drawing is
signed and returned to Primark Signworks.

EXCERPT OF THE AUGUST 21, 2008 MAPC HEARING

Case No.: CUP2008-28 – Eastminster Presbyterian Church (owner); TriMark Signworks c/o Michael Bankston (agent) Request DP 154 Amendment #4 to allow an electronic message board and increase the size of the freestanding sign up to approximately 138 square feet on Parcel 4, on property zoned SF-5 Single-Family Residential on property described as;

Lot 1, Block 2, Eastminster, an Addition to Wichita, Sedgwick County, Kansas. Generally located on the southeast corner of Webb Road and 19th Street North.

BACKGROUND: The applicant proposes to amend DP-154 to permit a monument sign with an electronic message center on Parcel 4, zoned SF-5 Single-Family Residential (“SF-5”) and developed with Eastminster Presbyterian Church. The property is located on the southeast corner of Webb Road and 19th Street North. The proposed sign is 16 feet 6 inches tall and 138 square feet in size (see the attached sign elevation) and would replace the existing monument sign for the church.

The CUP currently permits signs consistent with the Sign Code, except that flashing signs are prohibited. Within the SF-5 zone district, institutional uses may request an administrative adjustment for electronic message board signs. However, the maximum size is limited to 100 square feet and the rate of change of the message cannot be more rapid than once per second, including the ability to scroll so long as the scrolled message does not change quicker than once per second. The CUP amendment is being sought to exceed the 100 square foot limitation.

DP-154 is a 47-acre CUP with a total of seven parcels. Parcel 5 is located north of 19th Street North and is zoned TF-3 Two-Family Residential (“TF-3”) and is an undeveloped parcel owned by Eastminster Presbyterian Church. Parcel 6, adjoining Parcel 5, is being developed with an assisted living complex on property zoned GO General Office (“GO”). Other uses in the CUP include a bank on Parcel 7, zoned LC Limited Commercial (“LC”), and an apartment complex (Quarters at Cambridge) on Parcels 1-3, zoned B Multi-Family Residential (“B”). Also, an office development zoned GO is located east of Webb Road between Parcel 5 and Parcel 6, but it is not included within the CUP.

A large medical office complex (DP-260) is located on property zoned GO directly west of the church. Clubhouse Villa Condominiums on property zoned SF-5 (DP-201) are located to the northwest, and large single-family residences on property zoned SF-5 (The Foliage) are located to the southwest. A commercial strip center is located on property zoned LI Limited Industrial (“LI”) to the south of the church site. To the east, the church owns a large vacant tract of unplatted land zoned SF-5.

CASE HISTORY: The property is platted as a Eastminster Addition, recorded March 25, 1986. The CUP was originally approved in 1986. Amendment #1 was filed in 1994 and withdrawn. Amendment #2 was approved in 1995 and allowed multi-family development on Parcels 1-3. Amendment #3 was approved in 2000 and accompanied the zone change of Parcel 6 to GO and Parcel 7 to LC.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3, GO, NO, B	Office, bank, commercial, apartment complex, assisted living, vacant
SOUTH:	LI	Commercial development
EAST:	SF-5	Vacant
WEST:	SF-5	Single-family residential, condominiums, medical office

PUBLIC SERVICES: This portion of Webb Road is a four-lane paved arterial with a center left-turn lane and with a 60-foot half-width right-of-way, meeting the Access Management standards. Other normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide”, as amended May 2005 of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “major institutional.”

RECOMMENDATION: The Wichita Sign Code allows bulletin board signs up to 100 square feet for institutional uses such as churches if the institution has more than 200 square feet of frontage along an arterial street. Any larger sign requires a variance. Community Unit Plan overlay requirements can and have been used to tailor signage to the specific sign needs of planned commercial developments within CUPs, including adjusting size, number and spacing of signs. However, few CUP amendments for noncommercial signage have been processed. The exception would be the pending amendment request to DP-166, located one-half mile south of this case, which is seeking an animated sign. Fully animated signs are prohibited in residential zoning districts, although electronic signs with copy changes (including scrolling changes) no more frequent than once per second are allowed by administrative approval. The animated sign requested for DP-166 is well within the size limitations for bulletin board signs (48 square feet). In contrast, this applicant is requesting to exceed the 100-square foot limitation. Granting this request would set a precedent for other institutional uses such as schools and churches to request similar treatment. Perhaps a better venue to evaluate the request is through the variance process, where the applicant could demonstrate how this site differs from similarly situated properties and that the deviation is not a self-imposed hardship (some of the considerations for variance approval). It should be noted that the commercial development on DP-154 limits signs for the GO zoned Parcel 6 to no larger than 96 square feet (with a second sign up to 128 square feet but located 112 feet east of the property line) and for the LC zoned Parcel 7 to 0.8 times linear frontage, which is 102 square feet. Also, the monument signs on the GO zoned parcels in DP-260 are limited to 44 square feet.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to the following conditions:

1. General Provision 8e shall be added to DP-154 and state: One electronic message board monument style sign shall be permitted on Parcel 4 adjacent to Webb Road. The sign shall have a maximum height of 16 feet six inches and a maximum sign area of 100 square feet. The sign shall be a minimum of 150 feet from the south property line.
2. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The application area is a large church facility located within DP-154, is a 47-acre CUP with a total of seven parcels. Parcel 5 is located north of 19th Street North and is zoned TF-3 Two-Family Residential (“TF-3”) and is an undeveloped parcel owned by Eastminster Presbyterian Church. Parcel 6, adjoining Parcel 5, is being developed with an assisted living complex on property zoned GO General Office (“GO”). Other uses in the CUP include a bank on Parcel 7, zoned LC Limited Commercial (“LC”) and an apartment complex on Parcels 1-3, zoned B Multi-Family Residential (“B”). Also, an office development zoned GO is located east of Webb Road between Parcel 5 and Parcel 6, but it is not included within the CUP. West of Webb Road, a large medical office complex (DP-260) is

located on property zoned GO directly west of the church. Condominiums on property zoned SF-5 (DP-201) are located to the northwest, and large single-family residences on property zoned SF-5 are located to the southwest. A commercial strip center is located on property zoned LI Limited Industrial (“LI”) to the south of the church site. To the east, the church owns a large vacant tract of unplatted land zoned SF-5.

2. The suitability of the subject property for the uses to which it has been restricted: The area is suitable for the uses permitted under SF-5 zoning and DP-154. The property could be used without the requested CUP amendment.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed electronic message board sign could be visible from residences, but the nearest residences are approximately 700 feet away. Recent Wichita Sign Code updates regulate the brightness of electronic message board signs, which should mitigate any visual affect on residential neighbors. There is some concern that these signs could be distracting to drivers and therefore a traffic safety hazard.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the 1999 *Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “major institutional.” The Wichita Sign Code regulations limit the size of bulletin board signs for institutional uses to 100 square feet, and this request is for a larger, 138 square foot sign. Approval of this increase by CUP amendment could set a precedent for other similarly situated churches or institutional uses located within CUPs and allow them a greater ability to obtain signage than other institutional uses similarly situated except for not being located within CUPs.

Impact of the proposed development on community facilities: The requested electronic message board sign should have no negative effect on community facilities such as roads, water,

DONNA GOLTRY, Planning Staff presented the Staff Report. She commented that on August 4 DAB II agreed with staff’s recommendation of for a maximum of 100 square feet.

Responding to a question from **HILLMAN** concerning whether the interactive portion of the sign was sixty feet, **GOLTRY** said she would let the applicant answer any questions regarding the electronic message board, which means it is not defined as a moving sign.

MCKAY clarified that the church owned the property to the east and asked if that be used for how square footage is calculated.

GOLTRY said the amount of square footage of signage is just an upper limit of 100 square feet for an institutional use along a major arterial; it doesn’t have anything to do with the size of the property. In addition, she added that part of the Eastminster property to the east was not part of the CUP.

SANDY PARR, 6816 EAST 27th STREET said as a community member and Deacon of the church she wanted to explain why the church was requesting that the MAPC grant an amendment for the signage. She said the signage is used to advertise community events and communicate various activities (Boy Scouts, preschool, and community service projects) and to make the public aware. She said the sign is not used for promotion. She said it is a means to communicate to the congregation along Webb Road. She said the significant part of the signage is not the display portion; it is the Eastminster logo and brick that surrounds the message, not electronic signage itself. She said the sign is amber and can be dimmed at night so effects are very limited. She said this was a communication factor for church attendees and the

surrounding community. She said compared to the face of the property, the sign is limited. She requested that the MAPC consider the proposed amendment.

STEVEN MARSH, SENIOR PASTOR AT EASTMINSTER PRESBYTERIAN CHURCH, 424 N. LONGFORD COURT said Eastminster has been a member of the east community for over fifty years and they take their relationship with the neighbors and local commercial businesses very seriously. He said the planning involved in this sign has designed a sign that is the appropriate square footage for the size of the property, which includes 1,046 feet of frontage on Webb Road. He said they believe the sign has been done tastefully and appropriately in relationship to the property as well as the other buildings on site. He said they took serious consideration to the size of the electronic message board in relationship to the sign. He said they want to be a part of the community that is not offensive but helpful and encouraging.

HILLMAN asked what part of the 138 feet was considered sign. He said if the brick base is not included, they are well within the 100 square foot.

GOLTRY briefly explained how the sign was measured and added that when the applicant applied for a sign permit, the Office of Central Inspection referred the applicant to the Planning office for a CUP amendment.

MICHAEL BANKSTON, TRIMARK SIGNWORKS, 319 SOUTH OAK stated that they have worked with the Church to create a sign that was respectful of the community itself. He said the top portion of the sign is 6' 4", the bottom is 5' in height, the bottom portion is 60' square feet, and the top portion is 7' square feet. He commented that Central Community Church has a larger message board, which was 74' square feet. He said the Code does not require them to count the brick base, but he said there was a precedent set by Central Community Church's sign that if you measure all the embellishments they are in the neighborhood of about 170 square feet. He said the area Central Community Church is located in is also zoned SF-5. He said if they went too small with the message center, they would totally defeat the communication purpose. He said this is a five line message center that will accommodate a proposed 9" high letter. He said that can be read from 450 feet away for about 6-7 seconds at approximately 40 M.P.H, which was the posted speed limit along Webb Road. He said most churches they work with use multiple lines of copy to outline services and community events.

HILLMAN commented that Eastminster was in letters 3' high. He said the top and bottom of the sign could be adjusted to be within the guidelines, so he didn't see any reason for the requested exception.

MOTION: To approve the applicant's requested sign design.

MARNELL moved, **ANDERSON** seconded the motion, and it carried (10-3).

HILLMAN, MILLER STEVENS, MCKAY - No

MILLER SEVENS stated she would be voting in opposition to the motion. She said the on-going disregard for sign regulations is becoming excessive, in her opinion. She said the 100 feet is a sufficient size for a sign so she will be voting in opposition to the motion.

HILLMAN commented that he would also be voting in opposition to the motion.

Zoning request - Eastminster United

For what it's worth, I can't imagine the need for a larger electronic sign for a church as large and obvious as Eastminster. We've got an obnoxious billboard on the corner of 21st and Webb, duplexes on 19th street with trucks so large they can't put them in their garages and now this? Let's keep the neighborhood as residential and clutter free as we can.



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Antione Sherfield, Neighborhood Assistant, District II
SUBJECT: CUP2008-00028:
DATE: August 7, 2008

On Monday, August 4, 2008, the District II Advisory Board considered amendment #4 to DP-154 to permit an electronic message board on parcel (4) for Eastminster Presbyterian Church.

The CUP currently permits signs consistent with the Sign Code, except that flashing signs are prohibited. Within the SF-5 zone district, institutional uses may request an administrative adjustment for electronic message board signs. However, the maximum size is limited to 100 square feet and the rate of change of the message cannot be more rapid than once per second, including the ability to scroll so long as the scrolled message does not change quicker than once per second. The CUP amendment is being sought to exceed the 100 square foot limitation.

The property is platted as an Eastminster Addition, recorded March 25, 1986. The CUP was originally approved in 1986. Amendment #1 was filed in 1994 and withdrawn. Amendment #2 was approved in 1995 and allowed multi-family development on Parcels 1-3. Amendment #3 was approved in 2000 and accompanied the zone change of Parcel 6 to GO and Parcel 7 to LC.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3, GO, NO, B	Office, bank, commercial, apartment complex, assisted living, vacant
SOUTH:	LI	Commercial development
EAST:	SF-5	Vacant
WEST:	SF-5	Single-family residential, condominiums, medical office

The DAB members voted (3-2) in support of the Planning Departments recommendation to approve the subject based on the following conditions:

1. General Provision 8e shall be added to DP-154 and state: One electronic message board monument style sign with video and animation display shall be permitted on Parcel 4 adjacent to Webb Road. The sign shall have a maximum height of 16 feet six inches and a maximum sign area of **100 square feet**. The sign shall be a minimum of 150 feet from the south property line.

2. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Antione Sherfield
Neighborhood Assistant
District II

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: A08-10R Request by Laurence M Holzman, Jr. to annex land generally located north of Harry Street and east of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City has received a request to annex 2.19 acres of land generally located north of Harry Street and east of 127th Street East. The annexation area abuts the City of Wichita to the north, east, south and west. The property contains an existing single-family residence, so the property owner does not anticipate any further development of this property.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 2.19 acres of property currently zoned “SF-20” Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east and west is sparsely developed with a few single-family residences and is currently zoned “SF-5” Single-Family Residential. Property to the south is currently zoned “PUD” Planned Unit Development, of which is partially developed with single-family residences within the Equestrian Estates Addition.

Public Services: The nearest water line is a 16" main located on the south side of Harry Street, directly south of the subject property. The property owner would be required to pay in lieu of assessment and connection fees in order to connect to this water line. There is also a 30" sewer line that runs along the north end of the subject property. For this property to connect to this sewer line, the property owner would need a sewer main extension, which would require the property owner to pay in lieu of assessment and connection fees as well.

Street System: Harry Street, a two-lane paved road, runs along the south edge of the subject property. The City of Wichita Capital Improvement Program (CIP) 2007-2016 has scheduled improvements for Harry Street, between Greenwich Road and 143rd Street in 2012, which is directly south of the proposed annexation site. The Sedgwick County Capital Improvement Program 2008-2012 and the 2008 Transportation Improvement Program do not call for street improvements near the proposed annexation site.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita will provide fire protection from Fire Station No. 6-38, located at 1010 North 143rd Street East, with an eight (8) to nine (9) minute response time. Once construction of Fire Station No. 20 is complete, fire protection will be provided from the new fire station, with a six (6) to seven (7) minute response time. Upon annexation, police protection will be provided to the area by the Patrol East Bureau, of the Wichita Police Department, headquartered at 350 South Edgemoor.

Parks: The WB Harrison Park, a 40.15-acre park, is located approximately 2 miles to the west of the proposed annexation site and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area, a restroom, a paved jogging trail, a fishing pond, 2 benches and 12 picnic tables. According to the 1996 Parks and Open Space Master Plan, a potential future park site has been proposed at the site of the subject property. In addition, a potential pathway has been proposed that would run along the northern edge of the subject property, as well as, west of the subject property along 127th Street East.

School District: The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$178,310 with a total assessed value of \$20,505. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$656 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner does not anticipate any further development of this property.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A08-10)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

Commencing at a point on the north right-of-way line of Harry Street and the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence east along said north right-of-way line for a distance of 1157.5 feet to a point of beginning; thence north along a line parallel to said west line to a point 377.75 feet north of the south line of said Southwest Quarter; thence east along a line parallel to the south line of said Southwest Quarter a distance of 227.82 feet to the centerline of a creek; thence southwesterly a distance of 100 feet on said centerline; thence southeasterly 230 feet on said centerline; thence east on said centerline a distance of 30 feet to a point 1540.5 feet east of the west line and 105 feet north of the south line of said Southwest Quarter; thence south along a line parallel to said west line to said north right-of-way line; thence west along said north right-of-way line to the point of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

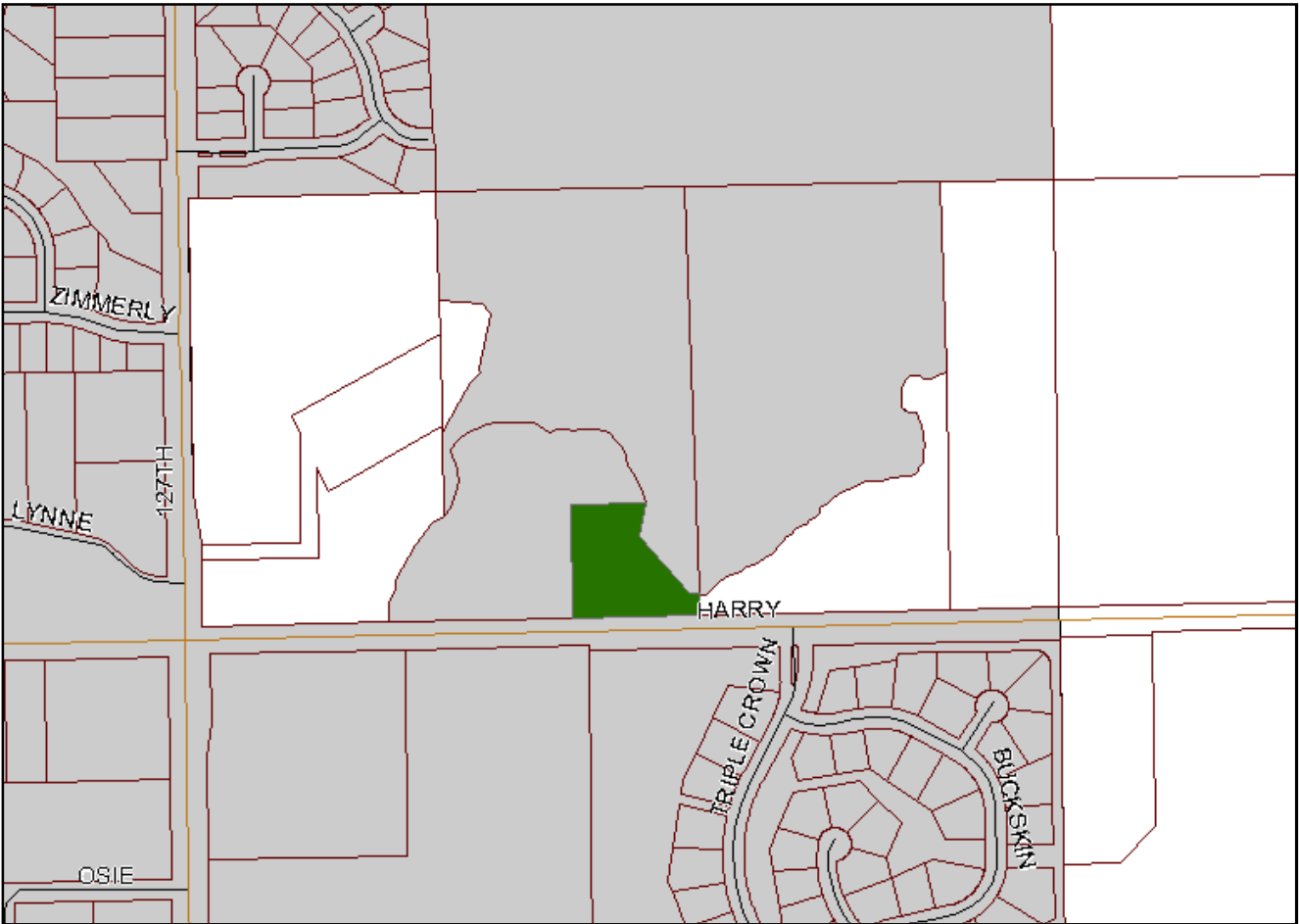
Approved as to form:

Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located north of Harry Street, east of 127th St. East.

Address: 13200 East Harry		Reason(s) for Annexation:	
2.19	Area in Acres	<input checked="" type="checkbox"/> X	Request
2.39	Existing population (est.)	<input type="checkbox"/>	Unilateral
1	Existing dwelling units	<input type="checkbox"/>	Island
	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"SF-20" Single-Family Residential	



District II

WICHITA CITY LIMITS

AREA TO BE ANNEXED

N

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: A08-11R Request by Jay W. Russell, of JRD, LLC, to annex land generally located north of 63rd Street South, west of Clifton Avenue. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City has received a request to annex 65 acres of land generally located north of 63rd Street South and west of Clifton Avenue. The annexation area abuts the City of Wichita to the west. The property does not contain any structures at this time. The final plat of the River Wood Addition was reviewed by the Subdivision Committee on May 10, 2007, but at the request of the agent/applicant, the case was deferred indefinitely. The property owner most recently indicated that he anticipates developing approximately 127 single-family units within the next five years.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 65 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north is a farmstead and is currently zoned "SF-20" Single-Family Residential. Property to the east is undeveloped and is also zoned "SF-20" Single-Family Residential. Property to the south is primarily undeveloped with just two single-family units and both are zoned "SF-20" Single-Family Residential and "RR" Rural Residential. Property to the east is developed with the City of Wichita's Sewage Treatment Plant #2 and is zoned "SF-5" Single-Family Residential.

Public Services: The proposed annexation site is within the City of Wichita's water service area. The nearest water line is a 16" main located along Clifton Avenue, directly east of the subject property. There is also a 6" force sewer main located along Clifton Avenue, directly east of the subject property. The property owner will be required to extend water and sewer mains to serve this property.

Street System: Clifton Avenue, a two-lane paved road, runs along the east edge of the subject property. 63rd Street South, a four-lane paved road, is south of the subject property. The Sedgwick County Capital Improvement Program 2008-2012, the City of Wichita Capital Improvement Program (CIP) 2007-2016 and the 2008 Transportation Improvement Program do not call for street improvements near the proposed annexation site.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita will provide fire protection from Fire Station No. 19, located at 4440 South Broadway, with a nine (9) to ten (10) minute response time. Sedgwick County Fire Station No. 36, located at 6400 South Rock Road, could also provide fire protection within a seven (7) to eight (8) minute response time. Upon annexation, police protection will be provided to the area by the Patrol South Bureau of the Wichita Police Department, headquartered at 211 E. Pawnee.

Parks: Emery Park, a 30-acre park, is located approximately 2 ½ miles to the northwest of the proposed annexation site and contains two tennis courts, a BMX track, a concession stand, a basketball court, a children's play area, a restroom, a drinking fountain and a parking area. Chapin Park, a 190-acre park, is located approximately 3 miles to the northwest from the proposed annexation site and is currently open space that is used by the Radio Control Club for model airplane flying. Palisade Park, a 5-acre park, is located approximately 2 miles to the northwest of the subject property and is an open space neighborhood park. South Lakes Park, a 250-acre park, is approximately 3 miles to the northwest of the proposed site and contains 16 soccer fields, 8 softball diamonds, 1 football field, 3 concession stands, 4 fishing lakes and 2 parking areas. In addition, the South Arkansas River Greenway, a 158-acre park, is approximately 1 mile to the south of the subject property and is undeveloped parkland along the Arkansas River. According to the 1996 Parks and Open Space Master Plan, a proposed, a potential pathway has been identified that would run along the west edge of the proposed property, along the Arkansas River.

School District: The subject property is part of the Unified School District 260 (Derby School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$4,180 with a total assessed value of \$1,254. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$40 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that approximately 127 single-family housing units will be developed within the next five years. The total appraised value of this residential development after completion is estimated at \$16,256,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$59,783 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A08-11)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District III respectively:

The south 1082.30 feet of the Northwest Quarter of the Southwest Quarter of Section 26, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, EXCEPT that part designated as Clifton Avenue TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of Section 27, Twp. 28-S, R-1-E of the 6th P.M., Sedgwick County, Kansas.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

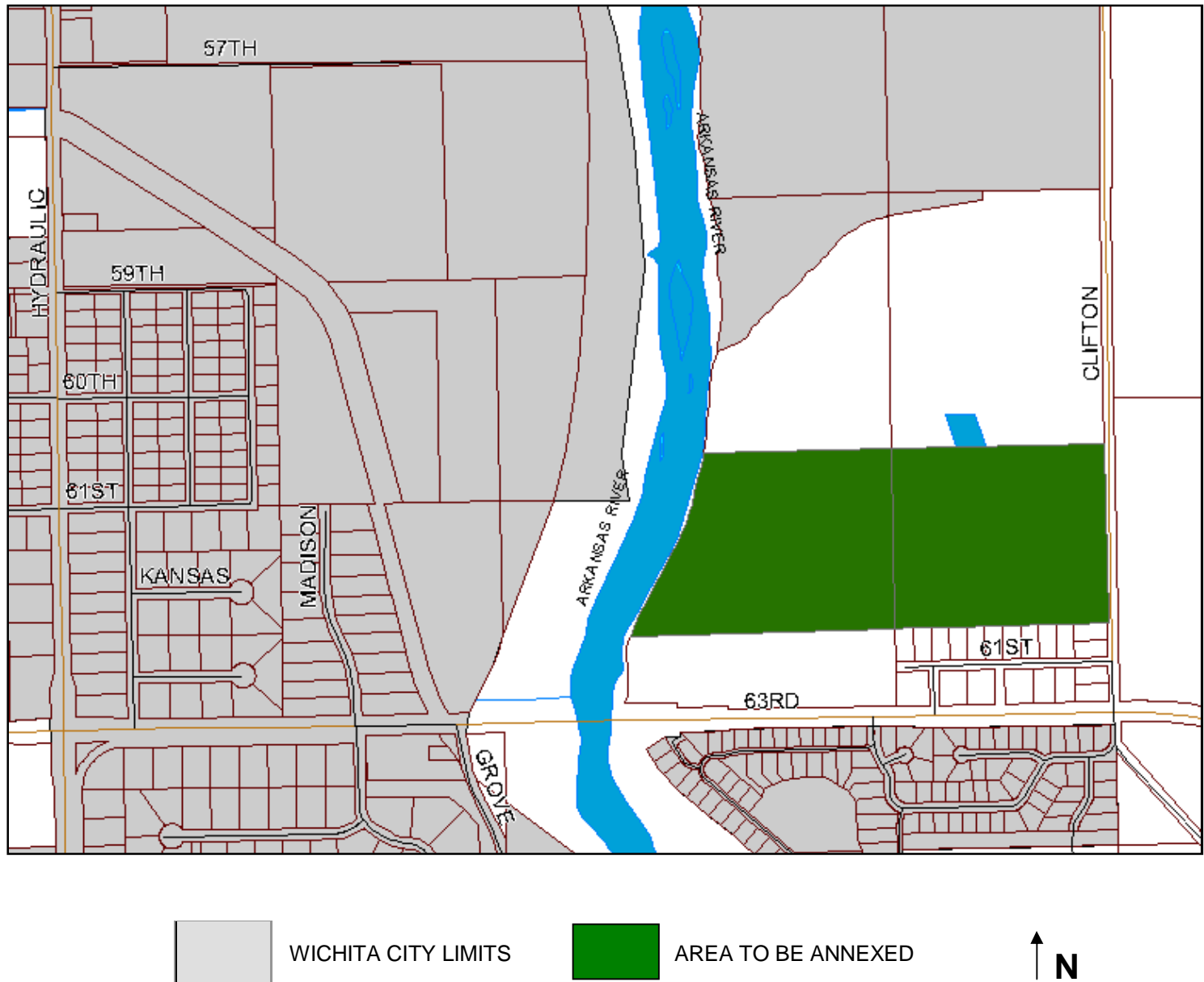
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location:

Land generally located north of 63rd Street South, west of Clifton Avenue.

Address:		Reason(s) for Annexation:	
65	Area in Acres	<input checked="" type="checkbox"/> X	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"SF-20" Single-Family Residential	



Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

315 N. Riverview, Wichita, KS 67203; 332 N. Riverview, Wichita, KS 67203; 2018 N. Wellington Place, Wichita, KS 67203
2627 W. 9th, Wichita, KS 67203; 520 W. 25th North, Wichita, KS 67204; and attached list of all additional properties which are located within the city limits of Wichita, KS.

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Carl Brewer

Title

Mayor and Chairman of the Wichita Housing Authority Board

Signature

Date

X

10/7/08

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Carl Brewer

Title

Mayor and Chairman of the Wichita Housing Authority Board

Signature

Date (mm/dd/yyyy)

10/7/08

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> A a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Wichita Housing Authority 332 N. Riverview Wichita, Kansas 67203 Congressional District, if known: 4th			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U. S. Department of HUD			7. Federal Program Name/Description: CFDA Number, if applicable: n/a		
8. Federal Action Number, if known: n/a			9. Award Amount, if known: \$ n/a		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Goter, Dale 455 N. Main Wichita, Kansas 67202			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Carl Brewer Title: Mayor and Chairman of the Wichita Housing Authority Board Telephone No.: 316-268-4333 Date: 10/7/08		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Standard PHA Plan
PHA Certifications of Compliance

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
 Board Resolution to Accompany the Standard Annual, Standard 5-Year/Annual, and
 Streamlined 5-Year/Annual PHA Plans**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the standard Annual, X standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 1/1/2009, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

- Standard PHA Plan for Fiscal Year:
- ☒ Standard Five-Year PHA Plan for Fiscal Years 2005 - 2009, including Annual Plan for FY 2009
- Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Carl Brewer	Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/7/08
X	

Attest:

Karen Sublett, City Clerk

CITY OF WICHITA HOUSING AUTHORITY
PUBLIC HOUSING

ADMISSIONS & CONTINUED OCCUPANCY POLICY
(ACOP)

The purpose of the ACOP is to establish guidelines for the Public Housing staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by the United States Department of Housing and Urban Development with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents and the Public Housing Program. The City of Wichita Housing Authority Board has approved these policies and amendments.

I. NONDISCRIMINATION

The City of Wichita Public Housing Program shall not discriminate because of race, color, sex, age, disability, religion, familial status, marital status or national origin in the leasing, rental, or other disposition of housing or related facilities (including land) included in any project development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended or in the use or occupancy thereof. Public Housing will comply with all laws relating to Civil Rights, including the Housing and Community Development Act Amendments (HCDA) of 1981, and Housing and Urban-Rural Recovery Act (HURRA) of 1983, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern) and any applicable State laws or local ordinances or any legislation protecting individual rights of resident, applicants or staff that may subsequently be enacted.

II. ELIGIBILITY FOR ADMISSION

Public Housing records with respect to applications for admission to any public housing assisted under the United States Housing Act of 1937, as amended, shall indicate as to each application the date and time of receipt; the determination of the local authority as to eligibility or ineligibility of the applicant; where eligible, the unit size for which the applicant is eligible; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

To be eligible for admission an applicant must meet the following conditions:

- A. The applicant must qualify as a family. A family consists of:
1. Two or more persons residing together in a stable family-type relationship, including single pregnant women with no other children (regardless of delivery date) or a single person in the process of securing legal custody and/or adoption of any individual, who has not obtained the age of 18 years, who meets all other requirements;
 2. A head of household, spouse, or sole family member who is at least 62 years of age, or a disabled person, and may include two or more elderly, disabled or handicapped persons, living with another person who is determined to be essential to their care and well being (see Glossary for definition of “Live-in-Aide”);
 3. The remaining member of a tenant family (for continued occupancy purposes only), who is at least 18 years of age, or the age of majority as designated by state law;
 4. A single person or near elderly at least 50 years old, but under the age of 62 years person living alone or intending to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a tenant family; or
 5. A displaced person who is displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant’s building.
- B. The applicant must be income eligible. The applicant’s total family annual income as defined in Section XI, shall not at the time of admission, exceed the HUD approved amounts posted on the Wichita Housing Authority official bulletin board(s). An applicant must head a household where at least one member of the household is either a citizen or eligible non-citizen (24 CFR Part 5, Subpart E) and must provide a Social Security number for all family members age 6 and older. An applicant must not have any outstanding debts to the Wichita Housing Authority or any other public housing authority.
- C. The applicant may be denied admission to the project, if such admission would prove detrimental to the project or its residents. The criteria for tenant selection shall be reasonably related to individual attributes and behavior of an applicant over the most recent five year period and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member. However, before such determination is made, consideration shall be given to favorable changes in the family’s pattern of behavior, such as a lapse of two years since an offense and to other extenuating circumstances, which offer reasonable assurance that the family meets the Public Housing admission standards.
- D. Applicants for assistance and participants must submit their complete and accurate social security numbers and cards. In addition, all family members must disclose

their social security number and cards. This includes subsequent declaration in instances where a household adds a new member.

- E. An authorized representative of Public Housing shall document pertinent information and deny applicants relative to, but not limited to the below.

1. History of recent criminal activity – includes cases in which a member of the family who is expected to reside in the household was or is engaged in prostitution, sale or use of illegal drugs, or other serious criminal activity.

In a decision about criminal activity, Public Housing has the discretion to consider all of the circumstances of the case. In appropriate cases, Public Housing may permit admission and continued occupancy of family members not involved in criminal activity and may impose a condition that the person who engaged in the illegal activity will not reside in the unit. Public Housing also may require a family member who has engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of admission or being allowed to remain in the unit.

2. Pattern of behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
3. Confirmed drug addiction – includes standards pursuant to Section 576 of the *Quality Housing and Work Responsibility Act of 1998* that prohibit admission to the low-income public housing for any household with a member who Public Housing determines is illegally using a controlled substance. Households with a member with respect to whom Public Housing determines that it has reasonable cause to believe that such household member's illegal use (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents shall also be denied admission.

In determining whether to deny admission to Public Housing to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, Public Housing may consider whether such household member has done the following:

- a. Successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
 - b. Been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
 - c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
4. Rape or sexual deviation – includes individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse, and impairing the morals of a minor. Exception may be permitted in the case of an individual

under 16 years when he/she was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.

5. Initiating threats – behavior in a manner of indicating intent to assault persons, employees or tenants of previous housing.
 6. Abandonment of a previous housing unit – abandonment of the unit without advising the housing agency officials so that staff may secure the unit and protect its property from vandalism.
 7. Non-payment of rightful obligations – excluding legal bankruptcy and cases where such nonpayment is a direct result of illness or injury as documented by medical records.
 8. Intentionally falsifying an application for housing – including giving false information regarding family income, size, or utilization of an alias on the application for housing.
 9. Record of serious disturbance of neighbors, destruction of property or other disruptive or dangerous behavior – behavior which consists of patterns which endanger the life, safety, morals or welfare, or right to peaceful enjoyment of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a family setting. Includes neglect of children, which endangers their health, safety, or welfare; judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, alcoholism or frequent loud parties, which have resulted in serious disturbances to neighbors.
 10. Grossly unsanitary or hazardous housekeeping – includes the creation of a fire hazard through acts such as hoarding rags and papers, damage to premises and equipment, if it is established that the family is responsible for the condition; infestation, foul odors (including pet odors), depositing garbage, or pet waste in areas other than those specifically designated, or neglect of the premises. This category does not include families, whose housekeeping is found to be disorderly, where such conditions do not create a problem from neighbors.
 11. Destruction of property.
 12. Public Housing is not required nor obligated to assist applicants who were former Public Housing residents and who owe the Wichita Housing Authority or any other federally subsidized housing program money.
- F. Elderly or handicapped applicants or tenant may not be denied admission or continued occupancy in rental housing built exclusively for occupancy by the elderly or handicapped by reason of ownership of a common household pet which is eligible under the terms of the Public Housing Pet Policy.

III. PROCESSING APPLICATIONS FOR ADMISSION

- A. Upon the opening of the application process, each family seeking admission to the low-income public housing program must complete a preliminary application signed by the head of the family, spouse, or other responsible party. This application will be reviewed by staff to determine the applicant's eligibility based on income guidelines and family by definition. Each applicant will be advised in writing, at the earliest date possible, as to his or her eligibility for the Public Housing Program. Each applicant determined to be eligible will then be placed on a waiting list (if they cannot be housed immediately) and advised in writing of their status on the waiting list.

The applicant will be later notified as to the scheduled time of a Preoccupancy Meeting at which time a formal application will be completed. Such notification shall indicate that the attendance at the Preoccupancy Meeting is mandatory and is a condition of placement. In the event that no other applicants exist on the waiting list for a particular bedroom size, the requirement to attend a Preoccupancy Meeting may be waived by staff. Otherwise, failure to attend the scheduled Preoccupancy Meeting will result in a determination of ineligibility and the applicant's name will be purged from the waiting list.

- B. The formal application will request all information relative to previous housing, total family income, total income from assets, value of assets, medical expenses (elderly, disabled or handicapped only), handicapped assistance expense, full-time student status, child care expense, family requesting larger units then applicable, and family type composition.
1. The above information will require verification of third parties. Third party oral verification must be properly documented as to time, date, source, and signed by the Public Housing staff member who made the contact. When written or oral third party verifications are impossible to obtain, applicable documents may be photocopied except when prohibited by law (i.e., government checks). Sources of information may include, but not limited to, the applicant, (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. All verifications shall be maintained in the applicant's file. All applicants must produce the name, address, and phone number of their current/previous landlord or they will be considered ineligible.
 2. Verified information will be analyzed and a determination will be made with respect to the following:
 - a. Eligibility of applicant with respect to back monies owed to the Wichita Housing Authority or previous non-compliance with a federally subsidized rental assistance program;
 - b. Eligibility of applicant as a family;
 - c. Eligibility of applicant with respect to income limits for admission;

- d. Eligibility of applicant with respect to standards for admission as described in Section II;
- e. Size of unit required for family; and
- f. Rent, which the family should pay.

Failure to provide a landlord reference, or failure of a landlord to respond with verification within 15 days will automatically be an ineligible determination excluding cases wherein the landlord refuses to cooperate as verified by Public Housing staff. In such instances, attempts will be made to contact a previous landlord. Where no landlord exists, a home visit will be conducted by staff to insure compliance with the screening criteria of this policy.

- 3. Each applicant determined to be ineligible shall be promptly notified of such determination in writing stating the reason for ineligibility and a record of such determination will be maintained in the applicant's folder. Such notice shall state that the applicant has the right to a Private Conference with the Public Housing Property Management Supervisor or his/her designated representative, if requested within ten days from the date of the notice. Public Housing shall, within ten working days of the receipt of a request for an ineligible applicant for a private conference, notify the ineligible applicant of the time and date of the Private Conference. Whatever evidence is to be presented shall be heard on that date.

After the conclusion of the Private Conference, a decision will be made upon the merits of the evidence presented. Any individual who was a party to the original eligibility decision will not make the decision. Within fifteen days, the written decision shall be forwarded to the applicant, and a copy retained in the applicant's file.

- C. Total family income will be determined in accordance with the definition in Section VI. of this policy and adjusted income and Total Tenant Payment (TTP) will be computed in accordance with Section VI.
- D. When the applicant has been offered one unit and the offer has been refused the application will be dated and placed at the bottom of the waiting list. In the event the applicant refuses the third unit offered, the applicant will be purged from the waiting list.
- E. If more than 90 days elapse between the date of the determination of the family's eligibility and the date the family is scheduled for admission, all eligibility factors will be rechecked by telephone or other means for changes.
- F. If an applicant has not responded to a unit offer mailed to the last know address within three business days from the date of the notice was mailed, the application will be placed in the inactive file and the waiting list documented accordingly.

IV. LEASING

- A. Lease Agreement – prior to admission, a lease agreement shall be signed by the family head and spouse or other responsible member, and executed by Public Housing. The head of a family is the responsible person who is legally and morally responsible for the group and who is actually looked to and held accountable for the families need. The household head and spouse also are required to sign an Applicant/Tenant Certification, Federal Privacy Act Statement and Disposal Assets Certification. The Form HUD-9886, Authorization for the Release of Information must be signed and dated by each head spouse and any other adult family members. The Public Housing will retain the certification for at least three years.

Public Housing shall amend the lease with an addendum under the following circumstances:

1. At a regularly scheduled or interim reexamination of income (the Notice of Rent Adjustment issued to amend the dwelling lease need only be signed by the Public Housing with the original sent to the tenant retaining a copy in the tenant file);
2. A change in family composition, unit size, or transfer;
3. At the time of transfer for any tenant moving from one dwelling unit in a project to any other dwelling unit in a project to any other dwelling unit in a project; and
4. Any appropriate rider prepared to amend any provision of the lease.

All addenda shall be made a part of the lease agreement. Conditions and requirements of the lease become a part of this Admissions and Continued Occupancy Policy by reference.

- B. Utility Deposits – prospective tenants responsible for furnishing the utilities must assure Public Housing that the necessary utility service(s) for the anticipated unit will be obtained in order to comply with the requirement of a safe, sanitary and healthful living environment.
- C. Security Deposit – prospective tenants must deposit with Public Housing an amount established by Board adopted resolutions concerning Security Deposits and the Pet Policy. These deposit amounts will be posted on the project bulletin board.

V. UNIT SIZE AND TYPE REQUIRED

The following suggested standards are used to determine the number of bedrooms required accommodating a family of a given size, except that such standards may be waived when a vacancy problem exists, and it is necessary to achieve or maintain full occupancy.

A. NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	MINIMUM	MAXIMUM
1	1	2
2	2	4
3	3	6
4	4	8

5	5	10
6	6	12

B. An unborn child will be considered a person for occupancy purposes.

C. Dwelling units will be assigned so that:

1. Adults and children will not be required to share a bedroom;
2. For reasons of health (old age, physical disability, etc.) separated bedrooms may be provided for an individual family member if verified as to need by a licensed physician;
3. The living room or a basement will not regularly be used as a bedroom;
4. Social factors such as differences in age or in siblings shall be taken into account in determining unit size. Two children of the same sex will share a bedroom. Children of the opposite sex, both under the age of 5, will share a bedroom;
5. Children or grandchildren who are away at school, but who live with the family during school recess will be included in determining unit size; and
6. Foster children will be included in determining unit size.

D. Exceptions to Occupancy Standards

1. Person with Disability – Public Housing may grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.
2. Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.
3. In order to provide an increased sense of security for public housing residents the WHA may allow Public Housing units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to the WHA's Public Housing Program.
4. Public Housing may offer a family a unit that is larger than required by Public Housing's occupancy standards in the event of a deficiency of qualified applicants on the waiting list for the applicable bedroom size.

E. Offering Handicap Units to Handicap Applicants or Tenants – when an accessible unit becomes vacant, Public Housing before offering such unit to a non-handicapped applicant shall offer such unit, first, to a current occupant of another unit of the same project or comparable project under common control, having handicaps requiring accessibility features of the vacant unit and occupying a unit not having such features. If no such occupant exists, the unit will be offered to an eligible qualified

applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit. (F.R. dated June 2, 1988, 24 CFR, Part 8, Section 8.27)

VI. Determination of Rent

Part I – Determination of Total Tenant Payment

- A. Minimum Rent - The minimum rent for Public Housing is \$0. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent. The Total Tenant Payment is the greater of:

30% of the adjusted monthly income
10% of the monthly gross income
The minimum rent as established by the HA

The minimum rent hardship exception under the law is not applicable, since the minimum rent for Public Housing is \$0. Notification requirements to households regarding hardship exceptions are not applicable as the minimum rent for Public Housing is \$0.

B. Income and Allowances

The HA shall define income and allowances as the following:

“Income”: The types of money that are to be used as income for the purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

“Annual income” is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. “Gross income” is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

“Adjusted income” is defined as the annual income minus any HUD allowable deductions.

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. “Elderly” allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work or attend school (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. Disallowance of earned income from rent determinations

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins. A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent; and

1. Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years previous to employment. The HUD definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.
2. Whose earned income increases as a result of increased earnings by a family member during participation in any family self-sufficiency or other job training program; or

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

3. Who is or was, within six months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least \$500 for the six-month period. The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Exclusion:

Upon the expiration of the 12-month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12-month phase in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month Housing phase in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Tracking the Earned Income Exclusion:

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent. Such documentation will include:

- Date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income is first excluded from annual income;
- Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any);
- Date the family member has received a total of 12 months of the initial exclusion;
- Date the 12-month Housing phase in period began;

Date(s) earned income ended and resumed during the second cumulative 12-month period phase in exclusion;
Date the family member has received a total of 12 months of the phase in exclusion;
and
ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance).

Public Housing will maintain a tracking system to ensure correct application of the earned income disallowance. Public Housing's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. Residents must report all changes in the household composition. Public Housing's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. However, if the family has an increase in earned income and wishes to benefit from the earned income exclusion, the family must report the increase in income within 10 calendar days of the date of the increase. If Public Housing determines that the family is a qualified family, the 12-month exclusion will begin on the first day of the month after the family reports the increase in income. At annual recertification, the remainder of the 12-month full exclusion will be applied. After the 12-month full exclusion ends, the 12-month phase-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or housing phase in exclusion is applied).

The earned income disallowance is only applied to determine the annual income of families residing in Public Housing, and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

D. Training programs funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded. Upon employment Public Housing, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

E. Averaging income

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available. When Annual Income cannot be anticipated for a full twelve months, Public Housing will average known sources of income that vary to compute an annual income. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

F. Income of person permanently confined to nursing home

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, Public Housing will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

G. Regular contributions and gifts [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received on a regular basis regardless of frequency will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information will be requested from the family and will be averaged over a twelve-month period and included in the calculation of Total Tenant Payment. It does not include casual contributions or sporadic gifts.

H. Alimony and child support [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, Public Housing must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

Public Housing will accept as verification that the family is receiving an amount less than the award if Public Housing receives verification from the agency responsible for enforcement or collection. It is the family’s responsibility to supply a copy of the divorce decree.

I. Lump-sum receipts [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments, which are deferred due to delays in processing.

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt Public Housing will always calculate retroactively to date of receipt.

Public Housing will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer. Public Housing will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due Public Housing.

At the Public Housing's option, Public may enter into a Repayment Agreement with the family. Public Housing will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). The family will be required to pay fifty percent (50%) of the retroactive amount due at the time of calculation and the balance of the amount over a six-month period. The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. Contributions to retirement funds - assets

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. Assets disposed of for less than fair market value

Public Housing must count assets disposed of for less than fair market value during the two years preceding certification or recertification. Public Housing will count the difference between the market value and the actual payment received in calculating total assets. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

L. Child care expenses

Un-reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or attend full-time vocational training. In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or an older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the typical childcare rates are in Public Housing's jurisdiction. Allowability of deductions for child care expenses is based on the following guidelines:

Child care for work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

M. Medical expenses [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the family’s primary physician. The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

N. Proration of assistance for “mixed” families [24 CFR 5.520]

Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. “Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family’s TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family’s Revised Total Tenant Payment.

O. Income changes resulting from welfare program requirements

Public Housing will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

1. Fraud;
2. Failure to participate in an economic self-sufficiency program; or

3. Noncompliance with a work activities requirement.

However, Public Housing will reduce the rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime time limit on receiving benefits; or
2. A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

A family's request for rent reduction shall be denied upon the Public Housing obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

Public Housing has taken a proactive approach to culminating an effective working relationship between the Wichita Housing Authority and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

P. Utility allowance and utility reimbursement payments

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption. When the Utility Allowance exceeds the family's Total Tenant Payment, Public Housing will provide a Utility Reimbursement Payment to the family each month. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Q. Acceptable forms of verification

Acceptable forms of verification are listed in Appendix 1.

PART 2 - Family Rent Choice

Public Housing shall provide information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent. Public Housing may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by Public Housing.

A. Flat rents

Public Housing has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which is based on the rental value of the unit, as

determined by the Public Housing, designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. Public Housing shall review the income of families paying flat rent annually. The family will be provided a form from Public Housing, on which the family will indicate whether they choose flat rent or income-based rent. The form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

B. Income-based rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by Public Housing that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income; or
10 percent of the family's monthly gross income; or
Public Housing's Minimum TTP of \$0.

C. Switching rent determination methods because of hardship circumstances

In the case of a family that has elected to pay Public Housing's flat rent, Public Housing shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by Public Housing.

All hardship situations must be verified. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time Public Housing shall allow the family to elect whether to pay flat rent or income-based rent.

D. Public Housing's flat rent methodology

Public Housing staff has set a flat rent for each public housing unit, based on the reasonable market value of the unit. Public Housing staff obtains three rent comparables for each bedroom size from unsubsidized units in the surrounding area. The rent comparable information includes factors such as age of the building, location, physical condition, amenities and design. Once three rent comparables are obtained, an average of the three rents is calculated to obtain the flat rent. Rent comparables shall be reviewed not less than once each year and adjust the flat rents in the event a 10% variance has occurred from the base year.

E. Annual recertification

During the annual recertification process, the family will be provided a form from Public Housing, on which the family will indicate whether they choose flat rent or income-based rent. The form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

VII. TENANT SELECTION POLICIES

A. Public Housing will place applicants based on a broad range of income for the following purposes:

1. To avoid concentration of the most economically and socially deprived families in any one or all the Public Housing projects and
2. To attain a tenant body in each project composed of families with a broad range of income and rent-paying ability, which is generally representative of the range of incomes of lower and very low-income families in Public Housing, as set forth in Section II. B. of this policy. However, not less than 40 percent shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30 percent of the area median income in accordance with HUD Regulations.

B. Public Housing will select applicants for low to moderate-income Public Housing in the order of Preliminary Application date, time, and preference.

C. Preferences in the Selection of Tenants – Applicants on the waiting list, who have been granted a preference, will be housed first in the appropriate bedroom size. When all preferenced applicants have been housed in the appropriate bedroom size, the application date and time shall be used for remaining applicants on the waiting list. Public Housing will grant a preference to an applicant for any of the following circumstances:

1. Displaced households by governmental action, or a household whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant's building
2. Households with at least one adult member who is consistently employed a minimum of 30 hours per week and those unable to work because of age (62 and older) or a determination of disability. Employed means working and earning wages.

Public Housing staff will verify all preferences at the Preoccupancy Meeting. In the event staff is unable to verify the applicant's eligibility for the preference, the applicant will be placed back on the waiting list without a preference with the original date and time of application.

- D. In the event that it is determined that Public Housing, through the normal tenant selection process, is unable to achieve an acceptable income mixture in its developments, the offering process may include skipping families on the waiting list specifically to target families with lower or higher incomes. This policy of skipping, if implemented, will be uniformly applied. For the purposes of this income targeting policy, income levels will be determined by methods pursuant to the Final Rule to Deconcentrate Poverty and Promote Integration in Public published in the *Federal Register/Vol. 65, No. 247/December 22, 2000* and updates.
- E. Public Housing may allow a police officer who is not otherwise eligible for residency in public housing to reside in a public housing dwelling unit. The number of police officers admitted shall not exceed more than one officer for each public housing concentration. The admission of a police officer shall only be permitted for the purpose of increasing security for the residents of a public housing project.

A police officer is defined as a person who is a full-time Federal, Kansas, Sedgwick County or City of Wichita licensed professional law enforcement officer. Police officers who occupy a Public Housing dwelling shall pay monthly rent in the amount not to exceed one half (1/2) of the appropriate flat rent scheduled for the relative bedroom size.

VIII. REEXAMINATION AND ELIGIBILITY FOR CONTINUED OCCUPANCY

- A. Reexaminations – The income of all families in occupancy shall be reexamined at least annually and upon determination of anticipated annual income as defined in this policy for the ensuing year, the Total Tenant Payment (TTP) shall be adjusted accordingly.
- B. Interim Reexamination – When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission (initial certification) or regular reexamination (regularly scheduled certification), due consideration should be given to tenants past income and interim reexamination scheduled in 60 days.

An interim reexamination will be conducted if the tenant has misrepresented the facts upon which rent is based (in such cases, any increase in rent may be made retroactive).

- C. Initial Certification and Reexamination Procedures

At least annually, the Public Housing resident is required to provide accurate and current information relating to the household. The resident will be interviewed by Public Housing Property Managers and the head of household shall complete and sign an application for continued occupancy and other forms required by HUD.

1. Approximately 60 to 90 days before the annual recertification, the Authorization for Release of Information (Form HUD-9886) must be signed by all adult (18 years and older) family members.

2. At the time of reexamination the head of household and spouse will be required to sign the Application/Tenant Certification, Disposal of Assets, and Federal Privacy Act Statement. (See Section IV of this policy)
3. Employment and income data, assets, full-time student status, medical expenses (elderly families only), child care expense, family type (elderly, handicapped or disabled status (unless receiving income from an agency where such status is required)), a larger unit that occupancy standards and eligible student – alien status (when applicable) handicapped assistance expenses must be verified, documented and placed in the tenant’s folder. Acceptable forms of verification are detailed in Appendix 1.
4. In accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998*, HUD regulations, HUD notices and HUD directives, non-exempt households will be required to provide to the Public Housing written third party documentation that each adult resident of Public Housing contributed 8 hours per month of community service or participated in an economic self-sufficiency program for 8-hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program. Public Housing staff members shall verify participation in community service and self-sufficiency programs. Community service and self-sufficiency programs shall be approved by Public Housing prior to the resident's participation. For the purposes of the community service requirement, work activities are defined in Section 407(d) of the Social Security Act [42 U.S.C. 607(d)]. An exempt work activity shall not include employment less than an average of fifteen hours (15) per week for each monthly period.

Public Housing is not permitted to renew the lease or continue assistance if non-exempt residents fail to comply with the service requirement or *Agreement to Cure Community Service Noncompliance*. All Public Housing residents are responsible to notify Public Housing in writing and provide documentation that they qualify for an exemption, if they claim to be exempt from the Community Service requirement, and sign an exemption certification. A licensed physician must certify disability exemptions or the need for a care taker and the date of exemption will be effective on the date the certification is signed by the physician. Retroactive certifications or exemptions will not be permitted.

It is the responsibility of non-exempt residents to complete the 8 hour per month requirement. The community service and self-sufficiency requirement shall not be interpreted by Public Housing as a 96 hour per year requirement and a resident should complete the requirement at a rate of 8 hours per month to avoid a potential noncompliance should a total disability occur.

In the event a member of a household executes an *Agreement to Cure Community Service Noncompliance* with Public Housing granting the household a one-year lease renewal and another member of the household, due to an exemption status change, fails to complete the 8-hour per month requirement, the ending date of the executed *Agreement to Cure Community Service Noncompliance* will be final with no further extensions. It shall be the responsibility of any non-exempt resident to complete the required service hours without any additional

agreements and the original terms of the *Agreement to Cure Community Service Noncompliance* shall be binding upon the entire household.

In the event a noncompliant resident vacates a Public Housing unit to avoid the non-renewal of lease agreement and termination of assistance for the remaining household, the noncompliant resident will not be able to reoccupy any Public Housing unit for a period of at least 3 years subsequent to his/her vacate date.

5. Third party verification is preferred. Oral third party verifications are acceptable, if properly documented, and photocopying the verification documents when not prohibited by law (i.e., government checks) is acceptable. Public Housing may document that the verification documents were viewed by recording the document source, date, time, amount, etc. The documented information must be signed by Public Housing staff and all verifications maintained in the tenant's folder
6. When families report zero income, and have no income excluded for rent computation, Public Housing staff will examine the family's circumstances every 180 days until they have a stable income. Staff will request zero income families to complete a zero income form. The form asks residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care debts, and other household items and whether any of these costs are being paid by an individual outside the family. If any such payments are received they are to be considered income.
7. Verified information will be analyzed and the family will be recertified for eligibility. Each family will be reexamined least annually on the anniversary date of their lease. The process should start 60 to 90 days before the effective date of the regularly scheduled reexamination date.
8. Tenants will be provided with at least 30 days written notice of any rent increase. Rent decreases are effective the first of the next month.

D. Eligibility for Continued Occupancy

Families (as defined in Section II of this policy) are eligible for continued occupancy, and renewal of a lease will not be refused, or eviction proceedings commenced based on the income of the family unless Public Housing has identified for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding 30 percent of their income.

E. Action Following Reexamination

1. A new certification/recertification of tenant eligibility form will be prepared and a new lease addendum will be prepared. (See Section IV of this policy).
2. If any change "in the size of unit occupied" is indicated, the tenant may be transferred to a unit of an appropriate size and a new lease will be executed. If an appropriate unit is not available, the tenant will be placed on a transfer list and may be moved to such unit when it does become available.

3. If the reexamination and redetermination of income resulted in a determination that an increase in the tenant's rent is required; the rent shall be increased on the first of the month following on the first of the month following at least 30 days notice.

- F. As a part of the record of each family reexamined, the Property Management Supervisor or designee will certify that the determinations on the application for continued occupancy and recertification of tenant eligibility form.

IX. ESTABLISHING RENTS BETWEEN REGULARLY SCHEDULED REEXAMINATIONS

- A. Interim Rent System. Rent and other charges as fixed in Section VII C above will remain in effect for the period between regularly scheduled reexamination unless:
 1. There is a substantial increase or decrease in total family income (wages, entitlements, etc.) that would result in a change in the tenant's rent. Significant increase or decrease is defined as 10%. Decreases in rent will be effective on the first day of the month following that in which the change is reported. An increase in the tenant's rent will be effective the first day of the month following 30 days written notice.
 2. There is a change in family composition:
 - a. Loss of lease through death, divorce, or other circumstances, or the addition of a family member;
 - b. Loss or addition of principal income recipient through divorce, death, marriage or other continuing circumstances; or
 - c. Loss or addition of a family member with an income.
 3. Tenants are required to report all such changes as they occur.
 4. Addition of family members must be authorized by Public Housing prior to move in and should not create an overcrowded situation.

- B. Interim reexaminations DO NOT affect regularly scheduled reexamination dates.

X. MISREPRESENTATION

The tenant is to be notified in writing of any misrepresentations or lease violations revealed through the annual reexamination, rent reviews, or other occurrences and any other corrective action required by Public Housing.

XI. DEFINITION OF INCOME

Total Family Income – Total family income means income from all sources of the head of the household and spouse, and each additional member of the family residing in the household who is at least eighteen years of age, anticipated to be received during the twelve months following admission or reexamination of the family income, exclusive of

the income of full-time students (other than the head or spouse) and income which is temporary, non-recurring, or sporadic, as defined in this Section. Total family income shall include the portion of the income of the head of the household or spouse temporarily absent, which, in the determination of Public Housing, is (or should be) available to meet the family's needs.

A. Annual Income Inclusion

Total family income includes, but is not limited to, the following:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for personal services (such as commissions, fees, tips and bonuses);
2. Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business;
3. Interest, dividends, and net income of any kind from real estate or personal property where the family has net income assets in excess of \$5,000. Annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
4. The full amount received from periodic payments from annuities, social security, periodic payment from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts;
5. Payments in lieu of earnings such as unemployment and disability compensation, social security benefits workers compensation and dismissal wages;
6. Welfare assistance including an amount specifically designated for shelter and utilities that is subject of adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph A 6 (b) shall be the amount resulting from one application of the percentage;
7. Periodic and determinable allowances such as alimony and regular contributions or gifts, including amount received from any persons not residing in the dwelling;

8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) received by a member of the United States Armed Forces; and
9. Payments to the head of household for support of a minor or payments nominally to a dependent for his support but controlled for his benefit by the head of the household or a resident family member, other than the head of household, responsible for his support;

Note: A dependent is defined as a member of the family household other than the family head or spouse who is under 18 years of age, or is a disabled person, handicapped person, or a full-time student. Payments received for support of a dependent is not considered the dependent's income and are to be included in the annual income.

A full-time student is defined as a person, other than the head of household or spouse, who:

- a. Is attending a recognized high school on a full-time basis;
- b. Is carrying twelve semester hours (nine semester hours in the case of a graduate student) at one of the local colleges, universities or institutes recognized by the Veteran's Administration as educational institutions acceptable in applying the standards of the GI Bill; or
- c. Is enrolled in and attending for a total number of required clock hours per week, one of the local institutions, trade, business schools or hospitals recognized by the Veteran's Administration as educational institutions.

B. Income does not include:

1. Income from the employment of children, including foster children, under the age of 18 years;
2. Payments received for the care of foster children;
3. Lump-sums additions to family assets, such as inheritances, insurance payments, including payments under health and accident insurance and worker's compensation, capital gains and settlement for personal or property losses;
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member in a household in which the head or spouse is elderly, handicapped, or disabled;
5. Income of a live-in aide, as defined in 24 CFR 813.102;
6. Amounts of educational scholarships paid directly to the student or the educational institution, and amount paid by the government to a veteran for use in meeting the costs of tuition fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount

of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - a. The amounts received under training programs funded by HUD;
 - b. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) ; or
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
8. Temporary, nonrecurring, (including gifts) or sporadic income. Sporadic is defined as income all employment lasting a sufficient duration to take effect on rent under the required federal notice provisions. Individuals who receive income from the performing or visual arts, or work as artisans or craftsmen are considered to be self-employed;
9. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937;
10. Relocation payments make pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636);
11. The value of the allotment provided to an eligible house for coupons under the Food Stamp Act of 1997 (U.S.C. 2017(b)) whether stamps or cash;
12. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g)), 5058 such as VISTA, Foster Grandparents, Senior Companions;
13. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
14. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e));
15. Payments or allowances made under the Department of Health and Human Service's Low-Income Energy Assistance Program (42 U.S.C. 8624 (e));
16. Payments received from programs funded in whole or in part under Workforce Investment Act of 1998 (29 U.S.C. 2931);

17. Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
18. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program, or scholarships funded under the Bureau of Indian Affairs student assistance programs, that are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 108uu);
19. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (f));
20. Monies earned as official census takers;
21. Payments received after January 1, 1989, from Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the Agent Orange product liability litigation M.D.L. no 381;
22. Payments received after April 23, 1993, from a foreign government for reparations pursuant to claims filed under laws of the government by persons who were persecuted during the Nazi Era; or any family receiving reparation payments that has been requested to repay assistance under this definition shall not be required to make further repayments on or after April 23, 1993;
23. Payment received from earned income tax credits;
24. Resident Service stipends;
25. Adoption assistance payments;
26. Student financial assistance;
27. Earned income of full-time students;
28. Adult foster care payments;
29. Compensation from State or local job training programs; and training of resident management staff;
30. Property tax rebates;
31. Home care payments for developmentally disabled;
32. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum;
33. Earned income received after a period of one year's unemployment for recertifications purposes during the first twelve month period beginning on the date employment commences and the second twelve month period to the extent that the amount of the monthly rental increase may not be greater than 50 percent

of the amount of the total rent increase that would be applicable [Section 3 of 42 U.S.C. 1437 (a)];

34. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
 35. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d));
 36. Any allowance to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805); or
 37. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant (42 U.S.C. 10602).
- C. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to redetermination at the end of the shorter period.

XII. REPAYMENT AGREEMENT POLICY (rescinded 12/12/06)

XIII. WRITE OFF OF UNCOLLECTABLE ACCOUNTS

It shall be the Policy of the Wichita Housing Authority (WHA) Public Housing Program to write off any account balances of former tenants subsequent to the move-out date of the tenant. The Property Management Supervisor shall submit, with the written approval of the Director of the WHA, a list of tenant accounts receivable to the WHA Systems Administrator to make the appropriate data adjustments relative to writing off tenant accounts receivable from the WHA operating computer system. Subsequent to the completion of the write off procedure, the appointed WHA accountant will be responsible to make adjusting entries to the City of Wichita's financial computer_system's tenant accounts receivable balance to agree with the WHA operating computer system's tenant accounts receivable total balance.

Written off tenant's account receivables will then be turned over to a collections agency for possible future repayments and recoveries.

XIV. UNIT TRANSFER POLICY

It is the policy of Public Housing to permit residents to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the Public Housing. Public Housing will always consider transfer requests as a reasonable accommodation for a person with a disability. The transfer policy will be carried out in a manner that does not violate fair housing.

A. Transfers at the request of Public Housing – Public Housing may require that a family transfer to another unit at the same housing development or to another housing development site when their present housing unit is no longer suitable as determined by Public Housing. These transfers may be made at the discretion of Public Housing for the following reasons:

1. A family will be required to transfer to another unit if its composition no longer conforms to Public Housing's occupancy standards (i.e. the unit is too large or too small for the family size over one bedroom size). A family will be allowed to remain in a Public Housing unit as long as the family is only over or under-housed by one bedroom unit size to allow for temporary family size fluctuations, subject to occupancy standards found at V.A. Public Housing will offer the family the first available vacancy of appropriate size at the same housing development site. However, if circumstances, such as severe overcrowding exist, Public Housing may offer the family appropriate housing at another housing development.
2. Transfer due to accessible unit requirement - When a non-disabled family has been housed in a unit with adaptations for a person with disabilities, Public Housing may require the family to transfer to another unit if the accessible unit is needed for an eligible disabled family. Before placing a non-disabled family in a modified unit, the Public Housing must first offer the unit to disabled residents requiring a transfer to an accessible unit. Next, Public Housing will offer the modified unit to an eligible disabled applicant.
3. Special circumstances – Public Housing may require transfers under special circumstances due to modernization and/or remodeling of a unit. In such cases, a family may be required to temporarily transfer to another unit at the same housing development or to another housing development site or to temporarily relocate to a location agreed upon by the family and Public Housing.
4. Transfers due to uninhabitable conditions – Public Housing will require that a family transfer to another unit if their unit is determined to be uninhabitable and the condition was not the result of the resident's neglect or actions. Families residing in units where severe threats to health or safety exist will be transferred as soon as possible. If a unit becomes uninhabitable due to conditions caused by the resident, household members, pets, or guests, the situation will be addressed through the lease violation process and the resident shall not have the rights set forth above.

B. Transfers at the request of the resident

A resident shall have resided at their housing development site for a minimum of 24 months before being eligible to transfer. Each resident may not request more than one transfer every four years. (Exceptions to this standard will be made for medical situations.) Furthermore, Public Housing will consider, in approving transfer requests other than those for health and safety reasons, whether the resident is in good standing with Public Housing. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in Public Housing.

C. Transfer Request Procedure

Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the Housing Services office. The form will include the reason for the transfer and must include documentation verifying the reason for the transfer request. Within ten calendar days, the Property Management Supervisor will review the request for transfer and determine if additional documentation is needed to support the request. The Property Management Supervisor will determine if the resident is in good standing with Public Housing, has resided at the housing development for a minimum of 24 months and has not transferred from another site within the last four years. Once the resident has been determined to be “in good standing” Public Housing will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired; however, Public Housing will be mindful that a primary concern is to maintain a 97% occupancy rate. In the event of a vacancy problem, transfers will not be made with the exception of ADA requests. In all cases as outlined above there needs to be written assurances from the appropriate professional groups or government agencies that the conditions in which the client is requesting to be transferred does actually exist. If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

D Security deposits

Public Housing will charge the families for any damages to the previous unit that exceed that unit’s security deposit. If there is a balance left on the original security deposit, it will be applied to the new unit security deposit and the family must pay the balance due on the new unit security deposit at move in date. Any charges due prior to move out will be collected by Public Housing; move out charges will be posted to the new unit and will be collected. The balance of a security deposit paid on the old unit will be transferred from the first residence minus any damage or cleaning charges applicable to the old unit. The resident will be required to pay the balance due on the security deposit on the new unit at the time of move in so that the security deposit paid is in accordance Public Housing policy. The resident will be billed for any additional charges that exceed the security deposit at first residence, which occur as a result of the resident moving out of the unit.

E. Resident’s responsibility

Residents are responsible for all moving costs related to their transfer, except in cases where the transfer is at the request of Public Housing for the modernization or demolition of a unit. Upon approval of the transfer, residents must complete their move within three calendar days. The resident will be charged rent on both units until the keys from the old unit are turned in to Public Housing.

XV. PUBLIC HOUSING/SECTION 8 PROGRAM TRANSFER POLICY

A. Purpose and Scope

This Policy is to address the requirements, standards and criteria to assure a harmonious transition when a Wichita Housing Authority (WHA) client is afforded an opportunity to transfer between the Section 8 Program and the Public Housing

Program. This Policy will be binding upon staff members of both Section 8 and Public Housing when housing offers are being made to applicants who are already housed in another WHA program.

B. Transfer eligibility

Clients currently housed in either the Section 8 or Public Housing programs for less than one year will not be eligible to transfer from one program to another. In the event that a housed client comes to the top of the list, their status will be held at the top of the relative waiting list until such time that the applicant formally requests a transfer with the management of the program in which the client is housed with at that time. Housed clients will not be automatically invited to a Briefing Session or Preoccupancy Meeting after the one-year period prior to a transfer request initiated by the housed client. Applicants will be informed of this Policy at each respective Briefing Session or Preoccupancy Meeting prior to being housed in either program and will be given the opportunity to make an informed decision of which program to pursue.

C. Procedures prior to making an offer

Prior to inviting an applicant who is currently housed in a WHA program, to attend a formal application session or Preoccupancy Meeting, the individual responsible for mailing the invitations will give at least seven (7) days notice to the Leasing Specialist or Property Manager whose client is being solicited by another program. This will allow the Leasing Specialist or Property Manager adequate time to inform the offering program staff of any appropriate background information that the Leasing Specialist or Property Manager may have to offer. The notice will also provide time for the Leasing Specialist or Property Manager to counsel with their client. The notice shall be made to the Leasing Specialist or Property Manager directly via e-mail. The name of the Leasing Specialist or Property Manager shall be obtained from the ECS housing eligibility module.

D. Uncollected balances owed

If a current or former tenant of either Public Housing or Section 8 has an outstanding repayment agreement and is current on payments under the agreement, the outstanding debt will not prevent that family from receiving assistance under the other program. However, if after the lease agreement has been executed, the tenant fails to make payments as scheduled, the tenant assistance will be terminated. It will be the responsibility of the Public Housing Property Manager or Section 8 Leasing Specialist who initiated the repayment agreement to monitor repayments and notify the current Property Manager or Leasing Specialist should the payments fall behind. Any applicant who is a former Public Housing or Section 8 tenant and who owes funds except under a repayment agreement with payments current to either the Public Housing or Section 8 program will be denied assistance. Repayment agreements and monthly rental payments must have a history of timely payments during the most recent 6 months at payment levels specified in the agreements. In the event that there is an outstanding debt, and/or repayment agreement has less than 6 months history, the household will be removed from Section 8 Waitlist and may re-apply during future openings. Section 8 vouchers may be withdrawn at anytime prior to HAP signing if

tenant violates Public Housing lease or notification requirements during transition to Section 8.

E. Thirty-day notice

All Public Housing clients are required to give notice in accordance with the Kansas Residential Landlord and Tenant Act prior to vacating a Public Housing unit. Rent will be charged against the client's security deposit if proper notice has not been given and damages in excess of normal wear will have to be paid prior to the actual transfer.

F. Client move out

The Housing Leasing Specialist or Property Manager doing the new lease-up will notify the Housing Leasing Specialist or Property Manager of the alternate program at least 7 days prior to the lease-up date in order to coordinate the move and to verify the latest status of the client with regard to background and any outstanding account balances. Staff members will follow the appropriate procedures for moving a client out of the ECS system. Staff members will notify the person responsible for the PIC submission that the move out is completed in the ECS system. Personnel responsible for the PIC submission shall notify the appropriate Housing Leasing Specialist or Property Manager when the PIC submission is complete. The Housing Leasing Specialist or Property Manager will notify the Housing Leasing Specialist or Property Manager of the alternate program that the move out process is complete by providing a copy of the end of participation 50058 form, and the move in process will then be completed in the new program.

XVI. UP-FRONT INCOME VERIFICATION POLICY

Public Housing will utilize up-front income (UIV) verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might become available. When HUD announces the availability of the UIV system or any future systems, additional UIV tools will be used, including a centralized computer matching system. Third party verification may continue to be used to complement up-front income verification.

UIV may be used in lieu of third party verifications when there is not a substantial difference between UIV and tenant reported income. HUD defines substantial difference as \$200 or more per month.

If the income reflected on the UIV verification is less than that reflected on the tenant provided documentation, Public Housing will use tenant provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 90 days old.

If the income reflected on the UIV verification is greater than current tenant provided documentation, Public Housing will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold, unless the tenant provides documentation of a change in circumstances. The tenant supplied documents must not be more than 90 days old.

In cases where UIV data is substantially different than tenant reported income, Public Housing will utilize written third party verification to verify the information. When Public Housing cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours and suspected fraud, Public Housing will review historical income data for patterns of employment, paid benefits and receipt of other income to anticipate income. Public Housing will analyze all data and attempt to resolve any income discrepancy. The most current verified income data would be used to calculate anticipated annual income.

If Public Housing is unable to anticipate annual income using current information due to historical fluctuations in income, Public Housing may average amounts received/earned to anticipate annual income. If the tenant disputes UIV SS/SSI benefit data, Public Housing will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

XVII. COMMUNITY SERVICE POLICY

In accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998* and HUD regulations, non-exempt adults (age 18 and over) will be required to provide to the Public Housing Division written third party documentation that each adult resident of Public Housing contributed eight (8) hours per month of community service, participated in an economic self-sufficiency program for eight (8) hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program. This is also a requirement of the Public Housing Lease Agreement.

An exempt adult is an adult household member who:

- Is age 62 or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person for at least 15 hours per week;
- Is employed in a work activity for at least 15 hours per week; or
- Is participating in a welfare to work or self sufficiency program.

The resident's Property Manager must approve any exemption with proper documentation.

The definition of a work activity, as mentioned above, includes:

- Unsubsidized employment;
- Subsidized private-sector or public-sector employment;
- Work experience, including work associated with the refurbishing of publicly assisted housing if sufficient private-sector employment is not available;
- On-the-job training;
- Job-search and job-readiness assistance;
- Community service programs;
- Vocational educational training;
- Job-skills training directly related to employment;
- GED classes; or

- Satisfactory attendance in a secondary school or in a course of study leading to a certificate of general equivalence.

Community Service is volunteer work, which is being administered through the United Way of the Plains Volunteer Center. Service opportunities include, but are not limited to work with non-profit organizations such as Boy Scouts, Habitat for Humanity, Kansas African Museum, Kansas Foodbank, Mid-American All-Indian Center, Multiple Sclerosis Society, Salvation Army, United Methodist Urban Ministry, and Wichita Indochinese Center.

Public Housing staff shall verify participation in community service and self-sufficiency programs as a part of the annual recertification process. Noncompliant households will be notified of any noncompliance with the Community Service Requirement and the household's lease will terminate due to the nonrenewal of the annual lease term.

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Age. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Birth Certificate Military Discharge papers Valid US passport Naturalization certificate Social Security Administration Benefits printout Valid drivers license 	
<ul style="list-style-type: none"> Alimony or child support. 	<ul style="list-style-type: none"> Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule. Written statement provided by ex-spouse or income source indicating all of above. If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments. 	<ul style="list-style-type: none"> Telephone or in-person contact with ex-spouse or income source documented in file by the WHA. 	<ul style="list-style-type: none"> Copy of most recent check, recording date, amount, and check number. Recent original letters from the court. 	<ul style="list-style-type: none"> Notarized signed by : amount rec If applicab statement applicant i payments : and descri amounts d
<ul style="list-style-type: none"> Assets disposed of for less than fair market value. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Certificatio that no me disposed o fair marke preceding If applicab signed by : disposed o <ul style="list-style-type: none"> Type of Date dis Amount Market v time of c
<ul style="list-style-type: none"> Auxiliary apparatus. 	<ul style="list-style-type: none"> Written verification from source of costs and purpose of apparatus. Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member. In case where the disabled person is employed, statement from employer that apparatus is necessary for employment. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources documented in file by the WHA. 	<ul style="list-style-type: none"> Copies of receipts or evidence of periodic payments for apparatus. 	

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Care attendant for disabled family members. 	<ul style="list-style-type: none"> Written verification from attendant stating amount received, frequency of payments, hours of care. Written certification from doctor or rehabilitation agency that care is necessary to employment of family member. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the WHA. 	<ul style="list-style-type: none"> Copies of receipts or cancelled checks indicating payment amount and frequency. 	<ul style="list-style-type: none"> Notarized affidavit at paid.
<ul style="list-style-type: none"> Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment). 	<ul style="list-style-type: none"> Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education. Verification of employment as required under Employment Income. Verification of student status (full or part-time) as required under Full-Time Student Status. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the WHA. 	<ul style="list-style-type: none"> Copies of receipts or cancelled checks indicating payments. For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care. 	<ul style="list-style-type: none"> For verification work, "det effort as re policy."
<ul style="list-style-type: none"> Citizenship 			<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Citizens m certifying
<ul style="list-style-type: none"> Current net family assets. 	<ul style="list-style-type: none"> Verification forms*, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash. *Direct third party bank verification forms required on bank deposits over \$5,000. Bank account statements will be acceptable for balances of \$5,000 and under. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate source, documented in file by the WHA. 	<ul style="list-style-type: none"> Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution. Copies of real estate tax statements, if tax authority uses approximate market value. Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash. Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs. 	<ul style="list-style-type: none"> Notarized affidavit st assets or v applicant's deposit bo

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Disability status. 	<ul style="list-style-type: none"> Verification from medical professional stating that individual qualifies under the definition of disability. 	<ul style="list-style-type: none"> Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation. 		<ul style="list-style-type: none"> Not approp
<ul style="list-style-type: none"> Dividend income and savings account interest income. 	<ul style="list-style-type: none"> Verification form completed by bank. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate party, documented in file by the WHA. 	<ul style="list-style-type: none"> Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest). Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months. Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant. 	<ul style="list-style-type: none"> Not approp
<ul style="list-style-type: none"> Employment Income including tips, gratuities, overtime. 	<ul style="list-style-type: none"> Verification form completed by employer. TASS/SWICA up-front income verification via PIC system and signed by client Work Number 	<ul style="list-style-type: none"> Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the WHA. 	<ul style="list-style-type: none"> W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected. 	
<ul style="list-style-type: none"> Family composition. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Birth certificates Divorce actions Drivers' licenses Employer records Income tax returns Marriage certificates School records Social Security Administration records Social service agency records Support payment records Utility bills Veterans Administration (VA) records 	

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-Verification
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Family type. (Information verified only to determine eligibility for project, preferences, and allowances.) 	<ul style="list-style-type: none"> Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification. Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the WHA. 	<ul style="list-style-type: none"> Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits. Disabled, blind: evidence of receipt of SSI or Disability benefits. 	<ul style="list-style-type: none"> Elderly Status: signature of applicant, generally sufficient.
<ul style="list-style-type: none"> Full-time student status (of family member 18 or older, excluding head, spouse, or foster children). 	<ul style="list-style-type: none"> Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources documented in file by the WHA. 	<ul style="list-style-type: none"> School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended. 	
<ul style="list-style-type: none"> Immigration Status. 	<ul style="list-style-type: none"> Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845. 	<ul style="list-style-type: none"> None. 	<ul style="list-style-type: none"> Applicant/resident must provide appropriate immigration documents to initiate verification. 	<ul style="list-style-type: none"> Noncitizen: declaration of intent to naturalize following: Eli De
<ul style="list-style-type: none"> Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions). 	<ul style="list-style-type: none"> Award or benefit notification letters prepared and signed by authorizing agency. TASS/SWICA up-front verification via PIC system and signed by client 	<ul style="list-style-type: none"> Telephone or in-person contact with income source, documented in file by the owner. NOTE: For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party. 	<ul style="list-style-type: none"> Current or recent check stubs with date, amount, and check number recorded by the owner. Award letters or computer printout from court or public agency. Copies of validated bank deposit slips, with identification by bank. Most recent quarterly pension account statement. 	
<ul style="list-style-type: none"> Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.) 	<ul style="list-style-type: none"> Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate party, documented in file by the WHA. 	<ul style="list-style-type: none"> Copy of the contract. Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months. NOTE: Copy of a check paid by the buyer to the applicant is not acceptable. 	

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Medical expenses. 	<ul style="list-style-type: none"> Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources, documented in file by the WHA. 	<ul style="list-style-type: none"> Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months. Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months. Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant. Receipts or ticket stubs that verify transportation expenses directly related to medical expenses. 	<ul style="list-style-type: none"> Notarized affidavit of expenses from medical or other source.
<ul style="list-style-type: none"> Need for an assistive animal. 	<ul style="list-style-type: none"> Letter from medical provider. 			
<ul style="list-style-type: none"> Net Income for a business. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Form 1040 with Schedule C, E, or F. Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement. Any loan application listing income derived from business during the preceding 12 months. For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E. 	
<ul style="list-style-type: none"> Recurring contributions and gifts. 	<ul style="list-style-type: none"> Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the WHA. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Notarized statement signed by the person giving the purpose, dates, and value of gifts.

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Self-employment, tips, gratuities, etc. 	None available.	None available.	<ul style="list-style-type: none"> Form 1040/1040A showing amount earned and employment period. 	<ul style="list-style-type: none"> Notarized signed by : amount ea
<ul style="list-style-type: none"> Social security number. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Original Social Security card (prerred) Driver's license with SSN Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union. Earnings statements on payroll stubs Bank statement Form 1099 Benefit award letter Retirement benefit letter Life insurance policy Court records 	<ul style="list-style-type: none"> Certificatio complete/a Social Secu
<ul style="list-style-type: none"> Unborn children. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Applicant/ pregnancy
<ul style="list-style-type: none"> Unemployment compensation. 	<ul style="list-style-type: none"> Verification form completed by source. 	<ul style="list-style-type: none"> Telephone or in-person contact with agency documented in a file by an WHA. 	<ul style="list-style-type: none"> Copies of checks or records from agency provided by applicant stating payment amounts and dates. Benefit notification letter signed by authorizing agency. 	
<ul style="list-style-type: none"> Welfare payments (as-paid states only). 	<ul style="list-style-type: none"> Verification form completed by welfare department indicating maximum amount family may receive. Maximum shelter schedule by household size with ratable reduction schedule. 	<ul style="list-style-type: none"> Telephone or in-person contact with income source, documented in file by the WHA. 	<ul style="list-style-type: none"> Maximum shelter allowance schedule with ratable reduction schedule provided by applicant. 	<ul style="list-style-type: none"> Not appropr

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			
	Third Party ^a		Documents Provided by Applicant	Self-
	Written ^b	Oral ^c		
<ul style="list-style-type: none"> Zero Income. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Applicant/ to zero inc

GLOSSARY OF TERMS

ACC RESERVE ACCOUNT – the account established and in accordance with HUD regulations. It is the amount left in the Annual Contributions Contract that was not used.

ADJUSTED INCOME – same as Income after Allowances. Income, which remains after exclusion of such amounts or type of income as the Secretary, may prescribe. After October 1, 1994, the definition will be Annual Income less:

- a. \$480 for each dependent,
- b. \$400 for any Elderly family,
- c. Medical expenses in excess of three percent (3%) of Annual Income for any Elderly family,
- d. Handicapped Assistance Expense, or
- e. Child Care expenses.

ALLOWANCE FOR UTILITIES AND OTHER SERVICES (“ALLOWANCE”) – an amount determined by the WHA as an allowance for the cost of utilities (except telephone) and charges for other services payable directly by the family.

ANNUAL CONTRIBUTIONS CONTRACT – a written agreement between HUD and a PHA to provide annual contributions to the PHA to cover the cost of the bonds issued to finance the construction of public housing program(s).

ANNUAL INCOME – the anticipated total annual income, before deductions, of an eligible family from all sources for the 12 month periods following the date of determination of income including all net income derived from assets. The annual income shall include the greater of the actual (real) income derived from all net family assets or a percentage of the value of such assets based on the current passbook saving rate (imputed income) as determined by HUD.

ANNUAL INCOME AFTER ALLOWANCES – same as Adjusted Income.

ASSETS – the value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. (The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset).

CHILD CARE EXPENSES – amounts anticipated to be paid by the family for the care of children 13 years of age during the period of which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

CONTRACT RENT – means the rent charged a tenant for the use of a dwelling accommodation and equipment (such as ranges and refrigerators, but not furniture), services and reasonable amounts of utilities determined in accordance with the PHA’s schedule of allowances for utilities supplied by the project. Contract rent does not include charges for utility consumption, or other miscellaneous charges.

DEPENDENT – a member of the Family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student.

DISABLED PERSON – a person under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 of the Development Disabilities Services Facilities construction Amendments of 1970 (442 U.S.C. 2691(1)).

DISPLACED PERSON – a person displaced by governmental action or a person whose dwelling unit was extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

ELDERLY FAMILY – a family whose head or spouse (or sole member) is a person who is an Elderly, Disabled, or Handicapped Person. It may include two or more Elderly, Disabled or Handicapped Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

ELDERLY PERSON – a person who is at least 62 years of age.

ELIGIBILITY INCOME – the tenant’s annual income which is below the Income Limits issued by HUD annually. For assets, income included the higher of (1) actual income from assets, (2) if Net Family Assets exceed \$5,000, passbook rate, as established by HUD.

EVICTION – this means the dispossession of the tenant from the leased unit as a result of the termination of the lease prior to the end of a term, for serious or repeated violation of material terms of the lease, such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, State, or Local laws; or for other good cause.

EXCESS MEDICAL EXPENSES – any medical expenses incurred by Elderly families in excess of three percent of Annual Income, which are not reimbursable from any other source.

FAMILY – family includes, but is not limited to, an Elderly Family or Single Person as defined in 24 CFR Part 912.1, the remaining member(s) of a tenant family, and a Displaced Person.

FOSTER CHILDCARE PAYMENT – payment to eligible households by state, local or private agencies.

FULL-TIME STUDENT – a person, other than the head of household or spouse, who:

- a. is attending a recognized high school on a full-time basis;
- b. is carrying twelve (12) semester hours (nine (9) semester hours in the case of a graduate student) at one of the local colleges, universities or institutes recognized by the Veteran’s Administration as education institutions acceptable in applying the standards of the GI Bill; or
- c. is enrolled in and attending for a total number of required clock hours per week, one of the local institutions, trade, business schools or hospitals recognized by the Veteran’s Administration as educational institutions.

GROSS RENT – see definition under Total Tenant Payment.

HANDICAPPED ASSISTANCE EXPENSES – reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HANDICAPPED PERSON – a person having a physical or mental impairment that (a) is expected to be of a long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is such a nature that such ability could be improved by more suitable housing conditions.

HUD – the Department of Housing and Urban Development or its designee.

INCOME – income from all sources of each member of the household as determined in accordance with criteria established by HUD, as defined in Section X.A. of this policy.

INCOME FOR ELIGIBILITY – the anticipated total annual income of a family for the twelve (12) month period following the date of determination of income, computed in accordance with 24 CFR 913.106.

LEASE – a written agreement between a PHA and a family eligible for Public Housing for the leasing of an existing housing unit which agreement is in compliance with the provision of 24 CFR Part 966.

LOWER INCOME FAMILIES – a family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than eighty percent (80%) of the median income for the area on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MEDICAL EXPENSES – those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of live-in-resident assistance and transportation expenses directly related to medical treatment.

MINOR – see definition under Dependent.

MONTHLY ADJUSTED INCOME – one twelfth of Annual Adjusted Income.

MONTHLY INCOME – one twelfth of gross Annual Income.

NEAR ELDERLY PERSON – a person who is at least fifty (50) years of age, but under the age of sixty-two (62) years of age.

NEGATIVE RENT PAYMENT – now called utility reimbursement.

NET FAMILY ASSETS – value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

In cases where a trust fund was established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual Income under 24 CFR 913.106.

In determining the Net Family Assets, PHAs and Owners shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore.

LIVE-IN-AIDE – a person who resides with an Elderly, Disabled or Handicapped person or persons, and is (1) determined to be essential to their care and well-being, (2) is not obligated for the support of the person, and (3) is not eligible to the remaining member of the family.

PUBLIC HOUSING AGENCY (PHA) – any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or to assist in the development or operation of housing for lower income families, as used in 24 CFR Part 913, PHA includes an Indian Housing Agency.

RECERTIFICATION – sometimes called re-examination. The process of securing documentation to show that tenants meet the eligibility requirements for continued federal assistance.

REMAINING MEMBER OF THE TENANT FAMILY – person(s) left in assisted unit who may or may not normally qualify for assistance under his/her own circumstances (e.g., widow age 47, not disabled or handicapped).

SECRETARY – the Secretary of Housing and Urban Development (HUD).

SECURITY DEPOSIT(S) – an amount deposited with the PHA, set by PHA policy, which cannot exceed the Family's Total Tenant Rent or such reasonable fixed amount as determined by the PHA and approved by HUD.

TENANT RENT – the amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost hereof is not included in the amount paid as rent. Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT – the monthly amount calculated under 24 CFR 913.107. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

UTILITY ALLOWANCE – if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD under 24 CFR Part 965, 880 of the monthly costs of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

VERY-LOW INCOME FAMILY – a lower Income Family who's Annual Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD

WELFARE ASSISTANCE – welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

NOTE: Citizenship/Alien Status: Deferred pending final regulations.

Section 8 Housing Choice Voucher Homeownership Program

Since 2002, thirty-seven Section 8 families have become homeowners through the Housing and Community Services Department, Section 8 Housing Choice Voucher Homeownership Program. This program enables Section 8 clients to become homeowners by utilizing their vouchers as monthly mortgage assistance.

The program is limited to first-time homeowners. Applicants will be required to have an annual income of at least \$10,300, and unless elderly or disabled, must have been employed continuously for one year prior to purchasing a home. All applicants for the Section 8 Housing Choice Voucher Homeownership Program are required to participate in the Family Self Sufficiency Program.

Homes purchased under this program must meet Housing Quality Standards, and must be inspected by an independent inspector. Financing will have to be arranged through regular lending channels. Assistance with downpayment and closing costs may be available through other City of Wichita programs, however buyers must invest a minimum of \$500 or 1% of the purchase price, whichever is greater, from their own funds. The voucher assistance may be available to the Section 8 voucher holder for up to 15 years, subject to an annual recertification of income.

OWNERSHIP OF PETS

Elderly Apartments

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its elderly apartment complexes.

1. DEPOSIT

Deposit will increase an additional amount that will be 50% of the security deposit or the tenant's rent whichever is greater. (However, this deposit cannot exceed \$300.00 and can be gradually accumulated.) The security deposit is fully refundable, if there are no pet damages. Disabled persons, with assist animals, are exempt from the deposit requirement.

2. RENT

Rent will remain as calculated by HUD regulations regardless whether the tenant keeps an authorized pet.

3. HOUSE RULES

- A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.
- B. Pets are not allowed in the community rooms, kitchen, dining room or laundry facilities, except those assisting the disabled.
- C. Cats and dogs must always be controlled on a leash except when in the owner's apartment. The pet must be leashed to the owner or a designated adult. The leash shall not exceed six feet in length.
- D. No more than one pet shall be allowed in the elevator at any one time.
- E. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.
- F. All litter (paper, kitty litter, etc.) must be placed in plastic bags, sealed and placed in marked containers. The trash chutes may not be used.
- G. A designated area shall be used when walking pets outdoors and litter cleaned up by the tenant. The Property Manager for each elderly complex will designate the area.
- H. If the owner fails to remove pet waste from the designated area, there will be a separate waste removed charge of \$5.00 per occurrence billed to the tenant.
- I. A walk-through housing inspection may be done monthly by the Property Manager to insure the tenants are adhering to the pet policy.
- J. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the

owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.

- K. If the pet bites another tenant or anyone in the building or on the grounds of said housing complex, the owner must remove the pet permanently from the complex.
- L. Pet owners must have pets spayed or neutered and provide said certification.
- M. The owner(s) are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or Housing Authority personnel will result in the owner being required to permanently remove the pet.
- N. Any insect infestation exterminations due to a pet in the pet owner's unit and/or other adjacent units will be the financial responsibility of the pet owner and charged to their account.
- O. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The Housing Authority accepts no responsibility for pets so removed.
- P. Pet owners shall take adequate precautions to eliminate any pet odor within the apartment and to maintain the apartment in a sanitary condition at all times.

4. PET TYPES, BREEDS, AND LIMITATIONS

- A. Pets shall be limited to "common household pets," the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home from pleasure rather than commercial purposes.
- B. Limit of one (1) pet per apartment, with the exception of birds and fish for which the WHA can place reasonable limitation.
- C. Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pincher or any mix thereof.
- D. Aquariums shall be no larger than 10 gallons.
- E. Dogs and Cats – all would apply at maturity, not puppy or kitten stage.
 - (1) 18" or less in height, 30 pound weight limit.
 - (2) All cats must be declawed.
- F. Birds
 - (1) Limit of two (2) birds per cage.
 - (2) No uncaged pole birds.
- G. No pets will be allowed that are housed outside on a leash or in a pen.

5. VIOLATION OF PET POLICY

- A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.
- B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.
- C. If a resolution of the violation is unable to be reached at the meeting, or if the WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice requiring removal of the pet. This notice will include the rule(s) that were violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedure to terminate the tenant.

6. ADDITIONAL COMMENTS

- A. An applicant may reject a unit offered by the WHA if said unit is close in proximity to one where an existing tenant owns a pet. This rejection will not adversely affect the applicant's position on the waiting list or qualification for any tenant selection preference. The WHA does not have to provide alternate dwelling units to existing or prospective tenants.
- B. The WHA shall contact the listed responsible parties if the death or incapacity of the owner threatens the health and safety of the pet. The WHA also can contact appropriate state and local authorities or remove the pet and place it in a facility for care and shelter not to exceed thirty (30) days, at the tenant's expense.
- C. The WHA must serve notice of the rules regarding the Pet Policy during the tenant consultation period or within sixty (60) days of the effective date. The notice shall state that the WHA will be required to provide tenants a copy of any pet rule developed only upon the tenant's request. Each prospective tenant shall be advised of the right to request copies of the pet rules. The notice must be posted in various areas of the project containing the texts of the proposed rules and a statement that the tenants may submit written comments no later than thirty (30) days from the effective date.

7. LIABILITY

The Wichita Housing Authority, the City of Wichita and their representatives will not be held responsible for any accident or injury involving tenants or visitors to the buildings as a result of allowing pets in the projects.

8. SERVICE OR ASSISTANCE ANIMALS

WHA tenants with disabilities are permitted to have assistance animals if such animals are necessary as a reasonable accommodation for the tenant's disabilities. Tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in writing, and in

accordance with the WHA's reasonable accommodation policy. The WHA will require the following documentation to qualify an animal as an assistance animal:

- A. The tenant or prospective tenant certifies in writing that the tenant or prospective tenant or a member of his or her family is a person with a disability as defined under the Americans With Disabilities Act, and this certification shall be subject to independent evaluation and confirmation by the WHA's designated third party evaluator at the WHA's expense;
- B. The animal has been trained to assist persons with that specific disability; and
- C. The animal actually assists the person with a disability to accomplish one or more major life activities.

Assistance animals will not be subject to the requirements 24 CFR Part 5.303, and also the following provisions of the WHA Pet Policy, regardless of whether an animal resides with a WHA tenant or is with a visitor: Section 1, Section 3A, Section 3B, Section 4C and Section 4E. These exclusions for assistance animals apply only if the animal has been qualified by the WHA as an assistance animal when the animal resides with a tenant, or if the animal is with a visitor, upon production of an identification card or written certification that the animal is trained to assist the person with the person's specific disability, and as set forth in Kansas Statutes Annotated 39-1111(a) and amendments thereto.

8/15/06

OWNERSHIP OF PETS

Single Family Dwellings

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its single family dwelling developments.

1. DEPOSIT

A pet deposit is required for dogs and/or cats kept on the premises of WHA residential units. Deposits for dogs or cats will be \$150.00 for the first animal and \$100.00 for the second animal. No more than two animals are allowed per residential unit. The pet deposit will be refunded within thirty (30) days of the tenant's exit of the residential unit if there are no pet damages. The pet deposit is in addition to the regular security deposit. Disabled persons, with assist animals, are exempt from the deposit requirement.

2. HOUSE RULES

- A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.
- B. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.
- C. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.
- D. Pet owners are required to comply with all ordinances of the City of Wichita relating to the care and control of animals.
- E. Any pet that bites any person must be removed permanently from WHA property.
- F. The owners are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or WHA staff will result in the owner being required to permanently remove the pet.
- G. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The WHA accepts no responsibility for pets so removed.

3. PET TYPES, BREEDS, AND LIMITATIONS

Pets shall be limited to "common household pets," the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home for

pleasure rather than commercial purposes. Of the common household pets listed, the pet deposit shall apply to dogs and cats only.

Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pincher or any mix thereof.

- A. Dogs at maturity – 30-inch height and 80-pound weight maximum limits.
- B. Cats – 18-inch height and 25-pound weight maximum limits.
- C. Birds -
 - (1) Limit of two (2) birds per cage.
 - (2) No uncaged pole birds.

4. VIOLATION OF PET RULES

- A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.
- B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.
- C. If a resolution of the violation is unable to be reached at the meeting, or if WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice requiring removal of the pet. This notice will include the pet rules(s) that have been violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedures to terminate the tenancy.
- D. Violation of the Pet Policy of the WHA is a violation of the WHA Dwelling Lease Agreement and will constitute grounds for the termination of the lease pursuant to the Dwelling Lease Agreement.
- E. The provisions of this Pet Policy are hereby incorporated as a part of the Dwelling Lease Agreement.

5. LIABILITY

The Wichita Housing Authority, the City of Wichita and their representatives will not be held responsible for any accident or injury involving tenants or visitors to a dwelling unit as a result of allowing pets in the projects.

6. SERVICE OR ASSISTANCE ANIMALS

WHA tenants with disabilities are permitted to have assistance animals if such animals are necessary as a reasonable accommodation for the tenant's disabilities. Tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in writing, and in accordance with the WHA's reasonable accommodation policy. The WHA will require the following documentation to qualify an animal as an assistance animal:

- A. The tenant or prospective tenant certifies in writing that the tenant or prospective tenant or a member of his or her family is a person with a disability as defined under the Americans With Disabilities Act, and this certification shall be subject to independent evaluation and confirmation by the WHA's designated third party evaluator at the WHA's expense;
- B. The animal has been trained to assist persons with that specific disability; and
- C. The animal actually assists the person with a disability to accomplish one or more major life activities.

Assistance animals will not be subject to the requirements 24 CFR Part 5.303, and also the following provisions of the WHA Pet Policy, regardless of whether an animal resides with a WHA tenant or is with a visitor: Section 1, Section 3A, Section 3B, Section 4C and Section 4E. These exclusions for assistance animals apply only if the animal has been qualified by the WHA as an assistance animal when the animal resides with a tenant, or if the animal is with a visitor, upon production of an identification card or written certification that the animal is trained to assist the person with the person's specific disability, and as set forth in Kansas Statutes Annotated 39-1111(a) and amendments thereto.

8/15/06

SECTION 8 HOMEOWNERSHIP CAPACITY STATEMENT

The City of Wichita Housing Authority will demonstrate its capacity in the implementation of the Section 8 Homeownership Plan by requiring that financing for purchase of a home under its Section 8 Homeownership Program will: be provided, insured or guaranteed by the Kansas or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standard.

IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENTS

In accordance with Section 512 of the *Quality Housing and Work Responsibility Act of 1998* and HUD regulations, non-exempt households will be required to provide to the Wichita Housing Authority written third party documentation that each adult resident of Public Housing contributed eight (8) hours per month of community service, participated in an economic self-sufficiency program for eight (8) hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program.

Wichita Housing Authority staff members shall verify participation in community service and self-sufficiency programs. The Wichita Housing Authority prior to the resident's participation shall approve community service and self-sufficiency programs. For the purposes of the community service requirement, work activities are defined in Section 407(d) of the Social Security Act [42 U.S.C. 607(d)]. An exempt work activity shall not include employment less than an average of fifteen hours (15) per week for each monthly period.

Written notification of the Community Service Requirement was given to all residents who were not elderly or disabled on July 1, 2000. The Community Service Program was implemented in January of 2001. The Wichita Housing Authority contracted with the United Way Volunteer Center to administer the Program. Actions under the Program were suspended on December 19, 2001, due to the 2002 appropriations act, which did not allow for the funding of the program.

June 20, 2003, the Public and Indian Housing Notice 2003-17 was issued and reinstated the program mandate once again. The Wichita Housing Authority has implemented the Program once again with the United Way Volunteer Center coordinating the community service assignments and tracking with over 60 non-profit agencies in Wichita.

5-YEAR PLAN PROGRESS

The City of Wichita Housing Authority has made major improvements to meet its Mission and 5-Year Goals in the past year including being designated as a High-Performer for 2007 by the U. S. Department of HUD. Public Housing has continued to promote self-sufficiency with the Resident Opportunity and Self-Sufficiency Program, which continues to provide supportive services to increase independence for the elderly and the disabled at Greenway and McLean Manor, Rosa Gragg and Bernice Hutcherson. A 2006 Resident Opportunity and Self Sufficiency Grant was awarded in the amount of \$240,000 to Public Housing. Of the total Public Housing Program family member population (1573) 10.6% are age 62 and older and 19% are disabled.

Public Housing is enforcing the Community Service and Self-Sufficiency requirement. In 2007, residents contributed 5,425 community service hours at many of the 60 non-profit organizations in Wichita that Public Housing has partnered with through the United Way of the Plains. Along with the exempt elderly and disabled clients, exempt employed adults represent 12.2% of the Public Housing population.

With the use of Public Housing's Capital Fund Grant, 8 single-family dwellings have been completely rehabilitated in the last year. Other completed projects include roof, fencing and sidewalk replacements. A new high-efficiency boiler system was installed in February of 2008. Public Housing continues to reduce many 5 and 6-bedroom homes to 3 and 4-bedroom homes to keep pace with the apparent decline of larger family size applicants in the low-income population in Wichita.

The Wichita Housing Authority, Section 8 office received 35 additional Housing Choice Voucher this year for the Veterans Affairs Supportive Housing (VASH) program to assist homeless veterans and their families with rental assistance. The Veterans Administration is the referral agency for the VASH program and has referred eleven families to the program during the inception month of July, 2008.

The Wichita Housing Authority, Section 8 office was selected as one of twenty Family Self Sufficiency Programs to participate in a five-year nation-wide study of FSS participants. This is the third year of the study and 75% of the participants are actively pursuing, or have now met, their established goals. The FSS program continues to meet the mandatory slots of 126 participants involved with the program and 65% are earning escrow. This year the Section 8 program has expanded the FSS program to include voluntary program to expand the program to 150 participants and to maintain this number as mandatory slots decreases.

The Homeownership Coordinator position has assisted fifteen new families in becoming first time homeowners. The Section 8 homeownership program is rapidly growing with thirty-seven Housing Choice Voucher clients becoming homeowners. Of this number, twenty clients are no longer receiving mortgage subsidy. The Section 8 office received honorable mentioning at the Kansas State NAHRO Conference by Macie Houston, Regional Director as the number one Section 8 Homeownership Program in Region VII (Kansas, Iowa, Missouri & Nebraska). The FSS Homeownership Alumni program continues to assist new homeowners with financial counseling, home maintenance, and providing referrals for other services.

The Family Self Sufficiency program completed a Public Service segment for the city of Wichita municipal government cable Channel 7 that markets the program to the public and private sectors, as well as informs the community of the success of program participants. The Section 8 office has been contacted by nine non-profit organizations interested with participating with the program with four Executive Directors becoming members of the Program Coordinating Committee.

The Section 8 Office is partnering with Consumer Credit Counseling Services, Urban League of Kansas, Community Housing Services and local banks to promote homeownership readiness and credit responsibility through the following workshops to assist families: From a Lender's Perspective; Planning Your Spending; Credit & Debt Awareness; Path to Homeownership; Banking Services; Foreclosure Prevention.

All Section 8 Housing Specialists, Neighborhood Inspectors as well as Section 8 management staff are certified as Housing Quality Standard Inspectors or Section 8 Managers through the National Association of Housing and Redevelopment Officials organization. These certifications serve to enhance the organization's capacity to identify deviations from housing quality standards and better insure safe and sanitary living conditions.

RESIDENT MEMBER OF THE GOVERNING BOARD

The City of Wichita, by a charter ordinance first published on August 25, 2001, establishes the Wichita City Council as the Wichita Housing Authority's governing board. The ordinance addresses a resident member appointment to the Wichita Housing Authority Board. The Wichita Mayor has appointed Allan Murdock as the resident member to the Housing Authority Board with the approval of the Wichita City Council.

TENANT ADVISORY BOARD MEMBERS

Name	Address	Title	Zip	Phone
Carol Adams – S8	925 W. 29th S. #601	Sec/Tres	67217	316.409-5799
Beverly Allen - S8	7815 Clay	Member	67208	316.409.8676
Ruth De Shazo – PH	2627 W. 9th, Apt 210	Member	67203	316-260-5531
Yvonne Dixon – S8	1323 N. Estelle	Member	67214	
Fern Griffith-PH	2627 W. 9th, Apt.500	President	67203	316.945.3287
Richard Harrod-PH	2627 W. 9th, Apt.205	Member	67203	316-946-9633
Gary Jones - PH	2627 W. 9th, Apt.200	Member	67203	316.946.1055
Roy Moseley - PH	315 Riverview #310	Member	67203	316.263.6657
Carol Neer – PH	315 Riverview #703	Member	67203	316.269.1472
Mary Tune-PH	315 Riverview #510	Member	67203	316.264.5125

CUSTOMER SATISFACTION SURVEY FOLLOW UP PLAN

PUBLIC HOUSING

Public Housing received a 9.0 point score out of 10.0 possible in the Customer Satisfaction component, which was a part of the 2007 Public Housing Assessment System score. A Follow-Up Plan for the safety section of the Survey is required due to a score of 70.4% on the safety section. A Plan is required on all scores that are below 75%.

A portion of the lower safety score resulted from the opinions of Greenway Manor and McLean Manor elderly complex residents. Overall, there was a general feeling of not being safe in their units and common areas. An action plan has been initiated to double the number of video surveillance cameras in Greenway Manor and McLean Manor. Capital Funds for this improvement will be used to better monitor all hallways and elevator landings.

The single-family development residents also expressed concerns relative to safety in surveys. Public Housing will continue to work with the Wichita Police Department and strengthen that relationship to reduce crime in and around Public Housing dwellings. Public Housing will also continue to house law enforcement officers in the single-family concentrations.

CITY OF WICHITA HOUSING AUTHORITY
TENANT ADVISORY BOARD
COMMENTS ON THE 2009 AND 5-YEAR AGENCY PLANS

Tenant Advisory Board Comments

The Tenant Advisory Board, in its regularly scheduled meeting on September 10, 2008, discussed the final draft of the 2009 Annual and 5-Year Agency Plan for the Wichita Housing Authority. The Board agreed that they had no comments to make relative to the 2009 Annual and 5-Year Agency Plan and no motion was made to comment.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Draft

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2009

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: City of Wichita Housing Authority **PHA Number:** KS004

PHA Fiscal Year Beginning: 01/2009

PHA Programs Administered:

☒ **Public Housing and Section 8** ☐ **Section 8 Only** ☐ **Public Housing Only**
Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

☐ **PHA Consortia:** (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- ☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices
☐ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☐ Public library
☐ PHA website
☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒

Main business office of the PHA

☐

PHA development management offices

☐

Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- ☒ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☐ The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- ☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
 - ☒ Reduce public housing vacancies:
 - ☒ Leverage private or other public funds to create additional housing opportunities:
 - ☒ Acquire or build units or developments
 - ☐ Other (list below)
- ☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) 2007 - 92
 - ☒ Improve voucher management: (SEMAP score) 2007 - 90
 - ☒ Increase customer satisfaction:
 - ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - ☒ Renovate or modernize public housing units:
 - ☒ Demolish or dispose of obsolete public housing:

- ☒ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☒ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☒ Increase voucher payment standards
- ☒ Implement voucher homeownership program:
- ☒ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- ☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2009
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan - High Performer in Public Housing and Section 8 (2007)**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Not applicable due to 903.7(r) Federal Register/Vol.64, No.203/October 21, 1999

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	<u>Page #</u>
Annual Plan	
i. Executive Summary	
ii. Table of Contents	
1. Housing Needs	8
2. Financial Resources	14
3. Policies on Eligibility, Selection and Admissions	15
4. Rent Determination Policies	25
5. Operations and Management Policies	29
6. Grievance Procedures	30
7. Capital Improvement Needs	31
8. Demolition and Disposition	39
9. Designation of Housing	40
10. Conversions of Public Housing	42
11. Homeownership	43
12. Community Service Programs	45
13. Crime and Safety	47
14. Pets (Inactive for January 1 PHAs)	49
15. Civil Rights Certifications (included with PHA Plan Certifications)	49
16. Audit	50
17. Asset Management	50

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- ☒ Admissions Policy for Deconcentration – ks004a01
- ☒ FY 2009 Capital Fund Program Annual Statement – included table
- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- ☒ List of Resident Advisory Board Members – ks004k01
- ☒ List of Resident Board Member – ks004j01
- ☒ Community Service Description of Implementation – ks004h01
- ☒ Information on Pet Policy – ks004e01 & ks004f01
- ☒ Section 8 Homeownership Capacity Statement, if applicable – ks004g01
- ☒ Description of Homeownership Programs, if applicable – ks004d01
- ☒ Five-Year Plan Progress – ks004i01

Optional Attachments:

- ☐ PHA Management Organizational Chart
- ☒ FY 2009 Capital Fund Program 5 Year Action Plan – included tables
- ☐ Public Housing Drug Elimination Program (PHDEP) Plan
- ☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) - ks004m01
- ☒ Customer Survey Follow Up Plan – ks004l01

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
On display	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
On display	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
On display	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	
On display	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
On display	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
On display	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
On display	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
On display	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
On display	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
On display	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
On display	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
On display	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
On display	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
On display	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
Included in Plan	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
Included in plan	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
On display	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
On display	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
On display	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
On display	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
On display	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
On display	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	7,526	n/avail	n/avail	n/avail	n/avail	n/avail	n/avail
Income >30% but <=50% of AMI	4,452	n/avail	n/avail	n/avail	n/avail	n/avail	n/avail
Income >50% but <80% of AMI	2,537	n/avail	n/avail	n/avail	n/avail	n/avail	n/avail
Elderly	2,829	n/avail	n/avail	n/avail	n/avail	n/avail	n/avail
Families with Disabilities	n/avail						
Race/Ethnicity	n/avail						
Race/Ethnicity	n/avail						
Race/Ethnicity	n/avail						
Race/Ethnicity	n/avail						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2004-2008
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- ☐ American Housing Survey data
Indicate year:
- ☐ Other housing market study
Indicate year:
- ☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	945		140
Extremely low income <=30% AMI	Not Available		
Very low income (>30% but <=50% AMI)	Not Available		
Low income (>50% but <80% AMI)	Not Available		
Families with children	Not Available		
Elderly families	Not Available		
Families with Disabilities	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1BR	573	60.6%	
2 BR	281	29.7%	
3 BR	68	7.2%	
4 BR	21	2.2%	
5 BR	2	0.3%	
5+ BR	0	0.0%	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? 134 Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance <input type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	3600		
Extremely low income <=30% AMI	Not Available		
Very low income (>30% but <=50% AMI)	Not Available		
Low income (>50% but <80% AMI)	Not Available		
Families with children	Not Available		
Elderly families	Not Available		
Families with Disabilities	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		
Race/ethnicity	Not Available		

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	Not Available		
2 BR	Not Available		
3 BR	Not Available		
4 BR	Not Available		
5 BR	Not Available		
5+ BR	Not Available		
<p>Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If yes:</p> <p>How long has it been closed (# of months)? 3 months</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p>			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required

- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☒ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

form HUD 50075 (03/2003)

Select all that apply

- ☒ Seek designation of public housing for the elderly
- ☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☒ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints
- ☐ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community
- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☒ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☒ Results of consultation with advocacy groups
- ☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2009 grants)		
a) Public Housing Operating Fund	1,640,000	
b) Public Housing Capital Fund	999,444	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	12,738,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	80,000	
h) Community Development Block Grant	0	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
i) HOME	0	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	900,000	Operations
Non-dwelling rental (antennas)	58,000	Operations
Non-dwelling rental (office)	18,000	Operations
4. Other income (list below)		
Investment	20,000	Operations
Tenant charges	10,000	Operations
Late charges	10,000	Operations
4. Non-federal sources (list below)		
Total resources	\$16,473,444	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☐ When families are within a certain number of being offered a unit: (state number)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☒ Other: subsequent to formal application during Preoccupancy Meeting

form HUD 50075 (03/2003)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

- ☒ PHA main administrative office
- ☐ PHA development site management office
- ☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 0

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- ☐ PHA main administrative office
- ☐ All PHA development management offices
- ☐ Management offices at developments with site-based waiting lists
- ☐ At the development to which they would like to apply
- ☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- ☐ One
- ☐ Two
- ☒ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☐ Emergencies
- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☒ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

1 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA-resident lease
☒ The PHA's Admissions and Continued Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source: Housekeeping video

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☐ At an annual reexamination and lease renewal
☒ Any time family composition changes
☐ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

- *a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

- *b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

* - New questions added by PIH Notice 2001-4

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

- a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

- b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- ☐ Adoption of site-based waiting lists
If selected, list targeted developments below:
- ☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- ☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- ☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing
- ☐ Actions to improve the marketability of certain developments
- ☐ Adoption or adjustment of ceiling rents for certain developments
- ☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- ☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☐ Other (list below)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

- c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☒ Criminal or drug-related activity
- ☒ Other – non-payment of rent

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- ☒ PHA main administrative office
- ☒ Other – On line via web site

(3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

- a. Income targeting
- ☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?
- b. Preferences
1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application)

(if no, skip to subcomponent (5) **Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☐ Substandard housing
- ☒ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☒ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☒ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) – Family Unification Program eligible participants and Mainstream participants

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

2 Date and Time

Former Federal preferences

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- 1 Homelessness
- High rent burden

Other preferences (select all that apply)

- ☒ 1 Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☒ 1 Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan
- ☒ Briefing sessions and written materials
- ☒ Other – On line via web site

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☒ Through published notices
- ☒ Other – Direct mail

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☒ \$0
☐ \$1-\$25
☐ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

Not applicable as the Wichita Housing Authority has lowered the minimum rent to \$0 per month due to the administrative burden of hardship exemption policies.

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☒ Yes ☐ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

- d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☒ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- ☒ For household heads
☒ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- ☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents

- ☐ 75 percent of operating costs
- ☐ 100 percent of operating costs for general occupancy (family) developments
- ☐ Operating costs plus debt service
- ☐ The "rental value" of the unit
- ☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never
- ☐ At family option
- ☐ Any time the family experiences an income increase
- ☒ Any time a family experiences an income increase above a threshold amount or percentage: 10%
- ☐ Other (list below)

- g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☒ The section 8 rent reasonableness study of comparable housing
- ☐ Survey of rents listed in local newspaper
- ☒ Survey of similar unassisted units in the neighborhood
- ☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
- ☐ 100% of FMR
- ☒ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☒ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☒ The PHA has chosen to serve additional families by lowering the payment standard
- ☒ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☒ Reflects market or submarket
- ☒ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☐ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0

- ☐ \$1-\$25
☒ \$26-\$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

The Wichita Housing Authority has been rated as a High Performing PHA

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☐ An organization chart showing the PHA's management structure and organization is attached.
- ☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

form HUD 50075 (03/2003)

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management:

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

The Wichita Housing Authority has been rated as a High Performing PHA

A. Public Housing

1. ☐ Yes ☐ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- ☐ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☐ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments.

Select one:

☐

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

☒

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

2009 Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number KS16P00450109 FFY of Grant Approval: 11/2008

☒ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	\$199,000
3	1408 Management Improvements	15,000
4	1410 Administration	99,000
5	1411 Audit	5,000
6	1415 Liquidated Damages	
7	1430 Fees and Costs	130,000
8	1440 Site Acquisition	
9	1450 Site Improvement	128,000
10	1460 Dwelling Structures	260,000
11	1465.1 Dwelling Equipment-Nonexpendable	69,000
12	1470 Nondwelling Structures	10,000
13	1475 Nondwelling Equipment	35,000
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	20,000
18	1498 Mod Used for Development	
19	1502 Contingency	29,444
20	Amount of Annual Grant (Sum of lines 2-19)	999,444
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	10,000
23	Amount of line 20 Related to Security	20,000
24	Amount of line 20 Related to Energy Conservation Measures	20,000

2009 Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
High-Rise Apartments	Hallway carpeting	KS004000001	\$20,000
Garden Apartments	General improvements Furnace / Air-conditioning replacements	KS004000002	22,000 69,000
Scattered - Site Single-Family	5 house rehabilitation Fencing replacement Landscaping Relocation costs	KS004000003	121,000 40,000 7,000 20,000
Scattered - Site Single-Family	3 house rehabilitation Tree trimming Sidewalk , drive and porch replacement Roof replacement	KS004000004	57,000 15,000 66,000 40,000
Central Office	General building improvements Administration		10,000 99,000
AMPs	In-house engineering and fees Audit Management improvements & training Technology Operations Transfer Contingency	WHA Wide	130,000 5,000 15,000 35,000 199,000 29,444
Total			\$999,444

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
KS004000001	3/31/2011	3/31/2012
KS004000002	3/31/2011	3/31/2012
KS004000003	3/31/2011	3/31/2012
KS004000004	3/31/2011	3/31/2012
WHA Wide	3/31/2011	3/31/2012

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☐ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

☒ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
KS004000001 176 units	McLean and Greenway Manor	5	3%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1460 - General improvements 1460 – General improvements 1460 – General improvements 1460 – Unit rehabilitation and McLean boiler replacement			\$42,000	2010
			42,000	2011
			32,000	2012
			239,000	2013
Total estimated cost over 4 years (2010 – 2013)			\$355,000	

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
KS004000002 50 units	Bernice Hutcherson Apts. Rosa Gragg Apts.	1	2%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1465.1- Furnace and A/C replacement 1460 - Rosa Gragg roof replacement			\$90,000 40,000	2010 2013

form HUD 50075 (03/2003)

Total estimated cost over 4 years (2010 – 2013)			\$130,000	
Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
KS004000003 193 units	Scattered site Single-family	15	7%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1460 – 6 house rehabilitation			\$125,000	2010
1440 – Site acquisition			10,000	2010
1490 – Replacement reserve			20,000	2010
1450 – Tree trimming			15,000	2010
1450 – Landscaping			7,000	2010
1460 – 6 house rehabilitation			137,000	2011
1450 – Sidewalk, driveway and porch replacements			58,000	2011
1460 – Roof replacements			25,000	2011
1450 – Landscaping			7,000	2011
1465.1-Furnance and A/C replacements			66,000	2011
1460 – 6 house rehabilitation			135,000	2012
1450 – Sidewalk, driveway and porch replacements			58,000	2012
1450 – Fence replacements			50,000	2012
1460 – Roof replacements			10,000	2012
1450 – Landscaping			7,000	2012
1492 – Moving to work demonstration			10,000	2012
1501 – Collaterization or debt service			10,000	2012
1450 – Tree trimming			15,000	2013
1450 – Sidewalk, driveway and porch replacements			48,000	2013
1450 – Fence replacements			41,000	2013
1460 – Roof replacements			42,000	2013
1485 - Demolition			10,000	2013
Total estimated cost over 4 years (2010-2013)			\$906,000	

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
KS004000004 156 units	Scattered site Single-family	10	4%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1450 – Sidewalk, driveway and porch replacements			\$66,000	2010
1450 – Fence replacements			50,000	2010
1460 – Roof replacements			47,000	2010
1450 – Tree trimming			15,000	2011
1460 – Roof replacements			65,000	2011
1450 – Fence replacements			40,000	2011
1450 – Tree trimming			15,000	2012
1460 – Roof replacements			60,000	2012
1465.1-Furnace and A/C replacements			66,000	2012
1499 – Development activities			6,000	2013
1450 - Landscaping			7,000	2013
Total estimated cost over 4 years (2010 – 2013)			\$437,000	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
	WHA Wide	N/A	N/A
Description of Needed Physical Improvements or Management Improvements			Estimated Cost
			Planned Start Date (HA Fiscal Year)
1406 – Operations transfer			\$199,000
1408 – Management systems and training			15,000
1410 – Administration			99,000
1411 – Audit			5,000
1430 – In-house engineering and fees			133,000
1470 – Non-dwelling structures			20,000
1475 – Computers, technology and equipment			35,000
1502 - Contingency			21,444
1406 – Operations transfer			199,000
1408 – Management systems and training			15,000
1410 – Administration			99,000
1411 – Audit			5,000
1430 – In-house engineering and fees			135,000
1470 – Non-dwelling structures			40,000
1475 – Computers, technology and equipment			35,000
1502 – Contingency			16,444
1406 – Operations transfer			199,000
1408 – Management systems and training			15,000
1410 – Administration			99,000
1411 – Audit			5,000
1430 – In-house engineering and fees			137,000
1470 – Non-dwelling structures			40,000
1475 – Computers, technology and equipment			35,000
1502 – Contingency			16,444
1406 – Operations transfer			199,000
1408 – Management systems and training			15,000
1410 – Administration			99,000
1411 – Audit			5,000
1415 – Liquid damages			5,000
1430 – In-house engineering and fees			139,000
1470 – Non-dwelling structures			10,000
1475 – Computers, technology and equipment			35,000
1502 – Contingency			44,444

Total estimated cost over 4 years (2010-2013)	\$2,169,776	

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - ☐ Revitalization Plan under development
 - ☐ Revitalization Plan submitted, pending approval
 - ☐ Revitalization Plan approved
 - ☐ Activities pursuant to an approved Revitalization Plan underway

- ☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
- If yes, list development name/s below:

- ☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:

- ☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

- ☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Scattered-site single-family
1b. Development (project) number: KS004000003 and KS004000004
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> Vacant lots
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(submission 12/08)</u>
5. Number of units affected: 0 – vacant lots
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 4/1/09 b. Projected end date of activity: 10/09

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or

will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: High-rise apartments
1b. Development (project) number: KS004000001
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> Two year extension planned for designation in 9/2008
4. Date this designation <u>approved</u> , submitted, or planned for submission: <u>(12/01/99)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 176
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Garden apartments
1b. Development (project) number: KS004000002
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/>
3. Application status (select one) <u>Original project design</u>

form HUD 50075 (03/2003)

Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 50 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☒ Yes ☐ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- ☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current

form HUD 50075 (03/2003)

status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined

submission due to **small PHA** or **high performing PHA** status.
PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

☐ Yes ☒ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

The Wichita Housing Authority has been rated as a High Performing PHA

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☐ Client referrals
☐ Information sharing regarding mutual clients (for rent determinations and otherwise)
☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☐ Jointly administer programs
☐ Partner to administer a HUD Welfare-to-Work voucher program
☐ Joint administration of other demonstration program
☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☐ Public housing rent determination policies
- ☐ Public housing admissions policies
- ☐ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☐ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

form HUD 50075 (03/2003)

--	--	--	--	--

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- ☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- ☐ Informing residents of new policy on admission and reexamination
- ☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
- ☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

The Wichita Housing Authority has been rated as a High Performing PHA

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☐ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☐ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☐ Resident reports
- ☐ PHA employee reports
- ☐ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities

- ☐ Crime Prevention Through Environmental Design
- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☐ Police provide crime data to housing authority staff for analysis and action
- ☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☐ Police regularly testify in and otherwise support eviction cases
- ☐ Police regularly meet with the PHA management and residents
- ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Attachments ks004e01 and ks004f01

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain?_____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component.
High performing and small PHAs are not required to complete this component.

The Wichita Housing Authority has been rated as a High Performing PHA

1. ☐ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - ☐ Not applicable
 - ☐ Private management
 - ☐ Development-based accounting
 - ☐ Comprehensive stock assessment
 - ☐ Other: (list below)
3. ☐ Yes ☐ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☐ Yes ☒ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
☐ Attached at Attachment
☐ Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:
☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)
☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)
- b. Eligible candidates: (select one)
☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance

- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

c. Eligible voters: (select all that apply)

- ☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: City of Wichita, Kansas
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- ☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
All activities

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Significant Amendment or Modification to the Annual Plan – as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g)*, a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45

day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of HUD and approved. Amendments or modifications, which are **not** defined as being significant and will not be subject to a public meeting with a 45-day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-year Action Plan;
2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. additional work projects funded by the Capital Fund Program not included in the 5-year Action Plan, which have been deemed to be emergencies;
4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. any changes in the Section 8 Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD 50075 PHA Plan.

Violence Against Women's Act of 2005 Compliance Statement:

The City of Wichita Housing Authority's 2009 Annual Plan includes the continuation of preferences for victims of domestic violence in the Section 8 applicant selection process. In addition, the WHA will continue to refer clients and applicants to specific agencies, including StepStone, YMCA Women's Crisis Center, Harbor House, Wichita Police Department Sex Crimes Domestic Violence Section and Exploited and Missing Children's Unit, to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking.

Police Occupied Units: The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the utilities. The addresses are the following:

1501 E. Arnold
1527 E. Catalina
2642 N. Minnesota
7015 W. Newell
2331 St. Clair

Attachments

Use this section to provide any additional attachments referenced in the Plans.

form HUD 50075 (03/2003)

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>
KS004000001	176	X			X	Elderly		
High-rise	Apartments							
KS004000002	50	X			X	Elderly/disabled		
Garden	Apartments							
KS004000003	193	X		X		Assessment*		
Scattered-site	Single-family							
KS004000004	156	X	X	X		Assessment*		
Scattered-site	Single-family							

*The assessment has been concluded for non-elderly and non-disabled developments and consideration has been given to the implications of converting the WHA's Public Housing units to tenant-based assistance. It has been determined that the conversion of all applicable developments will be inappropriate. The WHA currently has over 3,000 families on the Public Housing and Section 8 Program waiting lists. Voluntary conversion would adversely affect the availability of affordable and low-income housing in the City of Wichita.

6/30/08

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$199,000.00	\$199,000.00		
3	1408 Management Improvements	15,000.00	10,000.00		
4	1410 Administration	\$99,000.00	\$99,000.00	25,364.77	25,364.77
5	1411 Audit	5,000.00	5,000.00		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	124,000.00	145,000.00	66,884.11	63,884.11
8	1440 Site Acquisition				
9	1450 Site Improvement	135,657.00	37,657.00	4,745.00	4,745.00
10	1460 Dwelling Structures	114,000.00	196,000.00	251,235.87	189,617.87
11	1465.1 Dwelling Equipment—Nonexpendable	96,000.00	96,000.00	116,910.75	116,910.75
12	1470 Nondwelling Structures	50,000.00	10,000.00	3,152.00	3,152.00
13	1475 Nondwelling Equipment	10,000.00	10,000.00	10.97	10.97
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	150,000.00	190,000.00		
19	1501 Collateralization or Debt Service				
20	1502 Contingency	0			

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$997,657.00	\$997,657.00	\$468,303.47	\$403,685.47
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures			\$123,080.75	\$123,080.75

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
KS004000001	Boiler replacement & insul. - Greenway	1465	3			116,910.75	116,910.75	complete
Greenway/McLean								
KS004000002	Tree trimming	1450				2,495.00	2,495.00	complete
Bernice/Rosa	Roof replacements - Bernice	1460	9			32,386.00	32,386.00	complete
KS004000003	Roof replacements	1460	5			16,075.00	16,075.00	complete
Scattered-Site	Roof replacements	1460	10			32,442.00	32,442.00	complete
	Major rehabilitation	1460	2			58,929.00	29,011.00	in progress
	Major rehabilitation	1460	1			26,150.00	26,150.00	complete
	Major rehabilitation	1460	1			27,750.00	27,750.00	complete
	Windows for rehabilitation	1460				6,170.90	6,170.00	complete
	Print shop - specs	1460				21.28	21.28	complete
	Transfer to close 2006 Capital Fund	1460				754.69	754.69	complete

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Minor rehabilitation	1460	1			16,200.00		in progress
KS004000004	Tree trimming	1450				2,250.00	2,250.00	complete
Scattered-Site	Roof replacements	1460	5			18,857.00	18,857.00	complete
	Minor rehabilitation	1460	1			15,500.00		in progress
WHA-Wide								
	Administration	1410				25,364.77	25,364.77	
	Fees and costs	1430				66,884.11	63,884.11	
	Non-dwelling structures	1470				3,152.00	3,152.00	
	Non-dwelling equipment	1475				10.97	10.97	

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
					Total	\$468,303.47	\$403.685.47	

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part III: Implementation Schedule**

PHA Name: Wichita Housing Authority		Grant Type and Number Capital Fund Program No: KS16P00450107 Replacement Housing Factor No:				Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
KS004000001	12/31/08			12/31/09			
KS004000002	12/31/08			12/31/09			
KS004000003	12/31/08			12/31/09			
KS004000004	12/31/08	6/30/09		12/31/09			Construction of 3 single-family dwellings

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part III: Implementation Schedule**

PHA Name: Wichita Housing Authority			Grant Type and Number Capital Fund Program No: KS16P00450107 Replacement Housing Factor No:			Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
WHA Wide	12/31/08	6/30/09		12/31/09			Construction of 3 single-family dwellings
Mandated end date			9/13/09			9/13/10	

6/30/08

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$199,000.00			
3	1408 Management Improvements	15,000.00			
4	1410 Administration	\$99,000.00			
5	1411 Audit	5,000.00			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	126,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	125,000.00			
10	1460 Dwelling Structures	305,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	26,000.00			
12	1470 Nondwelling Structures	20,000.00			
13	1475 Nondwelling Equipment	35,000.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency	44,444.00			
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$997,657.00		\$0.00	\$ 0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Part II: Supporting Pages

[illegible]

Part II: Supporting Pages

[illegible]

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part III: Implementation Schedule**

PHA Name: Wichita Housing Authority		Grant Type and Number Capital Fund Program No: KS16P00450108 Replacement Housing Factor No:					Federal FY of Grant: 2008
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
KS004000001	12/31/09			12/31/10			
KS004000002	12/31/09			12/31/10			
KS004000003	12/31/09			12/31/10			
KS004000004	12/31/09			12/31/10			
WHA Wide	12/31/09			12/31/10			
Mandated end date			6/13/10			6/13/11	

City of Wichita
City Council Meeting
October 7, 2008

TO: Wichita Housing Authority Board Members

SUBJECT: Public Hearing – Five-Year and Year 2009 Annual Agency Plans (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority (Non-Consent)

Recommendation: Conduct the Public Hearing, close the Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2009 Annual Agency Plans.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare a five-year plan showing the needs and goals for that period and a more detailed annual operating plan. The annual plan must include, among other things, information on the housing needs of the locality, population served, method of rent determination, operation policies and procedures, capital improvements, unmet housing needs of families with income less than 30 percent of median income and efforts to coordinate programs and other items.

Analysis: Section 511 of the QHWRA requires the board of directors of housing authorities to conduct a public hearing to discuss the housing authority plans and to invite public comment regarding the plans. In the event that the Housing Authority Board receives public comment, written or oral, which is deemed significant enough to amend the plans, the Housing Authority Board may amend the plans and certify the plans as amended. After the Housing Authority Board has considered comments submitted at the hearing and approve the WHA Five-Year and Year 2009 Annual Plans, subject to any amendments, the WHA staff will transmit the policies and programs via an electronic template for submission. The relative Plan template is attached.

The 2009 Annual Plan includes the addition of a waiting list preference for the Section 8 Program, which will give those applicants who are working families and those unable to work because of age or disability, a preference on the waiting list. The formal change to add the preference will occur in a separate action by the Housing Authority Board as an amendment to the Section 8 Administrative Plan.

Legal Considerations: The certification of the Five-Year and Year 2009 Annual Plans will bring the Wichita Housing Authority (WHA) into compliance with the Quality Housing and Work Responsibility Act of 1998.

Financial Considerations: The 2009 Capital Fund Budget request is a part of the 2009 Annual Plan and represents the WHA's Governing Board approval of the submission.

Goal Impact: Promote Economic Vitality and Affordable Living

Recommendation/Action: Conduct the Public Hearing, close the Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2009 Annual Agency Plans.

Attachments:

Wichita Housing Authority Board Certification and Resolution
Certification for a Drug-Free Workplace
Certification of Payments to Influence Federal Transactions
Disclosure of Lobbying Activities
5-Year and Year 2009 Annual Agency Plans
Admissions & Continued Occupancy Policy
Grievance Procedure
Operation and Management Policy
Pet Policies
Section 8 Homeownership Capacity Statement
Implementation of Community Service Requirements
5-Year Plan Progress
Resident Member of the Governing Board
Tenant Advisory Board Members
Survey Follow Up Plan
Tenant Advisory Board Comments

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Wichita Airport Authority

SUBJECT: Agreement – Kansas Gas Service

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: On December 12, 2006, the Wichita Airport Authority entered into an agreement with the Sedgwick County Public Building Commission for use of land at Colonel James Jabara Airport on which to construct an aviation technical education campus. The project is underway, and it has been determined that the location of the proposed facilities will require relocation of an existing gas line.

Analysis: Sedgwick County staff has provided a design for relocation of the gas line, which is acceptable to both Kansas Gas Service and the Wichita Airport Authority. Both governmental entities have prepared separate agreements with Kansas Gas Services to conduct this project. A special use agreement between the Wichita Airport Authority and Gas Service outlines the requirements and rights associated with this project as they pertain to the Wichita Airport Authority. Kansas Gas Service has indicated they will commence work on the project upon approval of the agreements by both governing bodies. In order to facilitate the construction of the aviation technical education campus, it is necessary to obtain approval of the agreement with Kansas Gas Service at this time.

Financial Impact: There is no financial impact to the Wichita Airport Authority. The relocation costs of the gas line will be paid by Sedgwick County.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements that facilitate the development of additional tenant facilities which provide support to the aviation community.

Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement; and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Agreement.

**WICHITA AIRPORT AUTHORITY
AIRPORT SPECIAL USE
UTILITY LICENSE AGREEMENT**

This AGREEMENT made this _____ by and between _____
("Utility") and the Wichita Airport Authority of the City of Wichita ("Authority").

WITNESSETH:

WHEREAS, the Authority is the owner of Colonel James Jabara Airport in Sedgwick County, Kansas ("Airport");

WHEREAS, the Utility is the owner and operator of a natural gas pipeline distribution system and currently has facilities on the Airport for a public purpose and the Sedgwick County governmental authority is requesting the utility to move a portion of such pipeline distribution system;

WHEREAS, the Authority has and intends to receive airport development funds and is required to assure that any utility user of Authority property will subordinate its rights to use Authority property for public airport use and development and will not, in the construction, maintenance, repair, removal, relocation, or replacement of utility facilities, go upon the Authority's property or use utility facilities in any manner that will create a risk that the Authority will lose control or possession of the Authority's property, interfere with the use of the premises for public airport purposes, interfere with or interrupt the use or operation and or safety of the airport, or interfere with the Authority's obligations and covenants in grant agreements;

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, it is agreed as follows:

Subject to the conditions stated below, the Authority does hereby grant and convey unto the Utility a revocable license to use certain portions of the Airport for the purpose of operation, construction, maintenance, repair, removal, relocation, or replacement of a natural gas public utility, and other public purposes deemed necessary and in accordance to this Agreement, over, along, and under the following described real estate upon Colonel James Jabara Airport situated in Wichita, Sedgwick County, Kansas, to wit:

("License Property"). The extent and boundaries of the License Property are more particularly described in the drawings labeled Exhibit A, attached hereto and made a part of this Agreement. The approximate length of the License Property located on the Airport is _____ (___ feet). The Authority warrants that the construction of a natural gas pipeline over the Licensed Property described above is authorized by all applicable laws and no further governmental authorizations are required. The parties understand that the Utility is relocating a portion of its natural gas facilities already located on the grounds of the airport and that the costs for such relocation are to be paid by Sedgwick County.

This License is granted upon the following terms and conditions, to all of which Utility expressly consents:

1. PROPERTY, LIMITATIONS ON THIS LICENSE. The License Property is provided to Utility in “as is” condition, without any warranty whatsoever. Utility shall be solely responsible for construction, maintenance, repair, removal, relocation, or replacement of the facilities placed by it within the License Property and for the safety of users. The Authority assumes no responsibility or duty to users of the License Property by this License.

Utility shall furnish to Authority a scaled drawing which reflects where the gas lines are situated on the Airport following the relocation of the pipeline to be paid for by Sedgwick County.

2. TERM. This License shall be effective the date it is executed by the Authority, and shall run for an initial term of fifty (50) years.
3. USE OF LICENSE PROPERTY. Utility and its agents are granted the right to enter upon the License Property for the purposes named, and shall have all rights and privileges necessary to the exercise of this License and shall be granted access across the Airport if necessary to reach such License Property, provided that access to the License Property shall be exercised only after notice to the Authority and in compliance with any applicable Airport rules, regulations, procedures and orders.

The Utility agrees that it will not go upon the Airport or Licensed Property or use the Utility’s facilities in any manner that will create a risk that the Authority will lose control or possession of the Airport, interfere with the use of the Airport for public airport purposes, interfere with or interrupt the use or operation of the Airport, or interfere with the Authority’s obligations and covenants in grant agreements, as reasonably determined by the Authority.

4. RESTORATION/MAINTENANCE/PROTECTION. Utility, at its own expense, shall restore all land included within or abutting the License Property which is disturbed in any manner by the construction, operation, maintenance, repair, replacement or removal of the Utility’s facilities, to as good as or better than its original condition, within 30 days of the disturbance. Unless otherwise agreed in writing by the Authority, such restoration shall include the backfilling of trenches and other areas excavated by Utility or its contractors, repaving, replacement of fences, reseeding or resodding, and any other reasonable repairs which the Authority deems necessary to preserve the land.

The Utility agrees to keep such facilities located on the License Property in good condition, repair and appearance as reasonably determined by the Authority consistent with the condition and nature of the surrounding premises, and to repair any damages to the License Property or Airport if such damages occur as a result of the presence of the Utility’s facilities.

It shall be the responsibility of the Utility to take adequate measures to protect and defend its facilities on the Airport from harm or damage. If the Utility fails to accurately and timely locate facilities when requested, it shall have no claim for costs or damages against the Authority or its

authorized contractors except to the extent the Authority or its authorized contractors are responsible for the harm or damage by their negligence or intentional conduct. The Utility shall be responsible to the Authority and its agents, representatives, and authorized contractors for all damages, including but not limited to delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind, arising out of the failure of the Utility to perform any of its obligations under this License, except to the extent another party is responsible for the harm or damage by its negligence or intentionally caused harm or delay and provided further that Utility is provided reasonable notice to perform its obligations. Utility shall not be responsible for any damages or costs caused by the relocation of a portion of its pipeline to the Licensed Property, except to the extent such damages or costs are caused by the gross negligence or wanton conduct of Utility.

Utility shall modify or relocate its facilities located on the Licensed Property, such costs to be reimbursed by Sedgwick County in regard to the construction of the Sedgwick County Aviation Center. During the term of this License, Utility shall modify or relocate its facilities located on the Licensed Property, such costs to be reimbursed by the Authority, to the extent such relocation is requested in regard to the future development of Airport property or for private commercial purposes. To the extent that the Authority requests the utility to relocate such facilities on the Licensed Property for purposes of the safe operation of the Airport, such determination as to safety to be made in a reasonable manner, Utility shall relocate its facilities at its cost provided the Authority gives reasonable notice of such requirement and provides alternative locations reasonably acceptable to the Utility when made necessary by this requirement.

5. LICENSE FEE. The Utility agrees to pay the Authority \$10.00 for the grant of this License.
6. ASSIGNMENTS. The Utility shall not assign, lease or sublease or otherwise transfer the License, or permit others to use the License Property without the prior written consent of the Authority, which consent shall not be unreasonably denied or delayed, except that Utility shall have the right to assign, sublet or otherwise transfer the license to any parent, subsidiary or affiliate of the Utility which shall control, be under the control of, or be under common control with the Utility.
7. OWNERSHIP OF FACILITIES. Any and all improvements and facilities installed in the License Property shall be and remain the property of Utility during the term of this License.
8. RESERVATION OF RIGHTS. The Authority reserves the right to enter the License Property and to construct and maintain facilities such as pavements and roadways under and over the License Property and to make any use of the License Property which may not be inconsistent with the rights granted Utility in this License, or materially interfere with the use of the License Property by Utility for the purposes named in this License. In addition, nothing herein shall be construed to limit the Authority's use of the adjacent or abutting property or to require the Authority to notify Utility prior to using the adjacent or abutting property, unless such use will materially interfere with Utility's use of the License Property. Notwithstanding the above, in the event that the Authority constructs pavements and roadways over the Licensed Property and Utility subsequently needs to repair or replace its pipeline, Utility shall have the right to repair its

facilities and upon reasonable notice under the circumstances and coordination of such repairs or replacement with the Authority, the Utility will not be responsible for the cost of repairing and replacing the pavements and roadways.

9. INSURANCE AND INDEMNITY. Utility hereby indemnifies and holds harmless the City of Wichita and the Authority, their agents, directors, officers, and employees from any and all claims, liability, damage, or expense, including reasonable attorneys fees, incurred by reason of the death, loss or damage of or to persons or property, caused by the negligence of the Utility in the Utility's use of the Airport under this License, or Utility's use or occupancy of the License Property.

Utility shall maintain public liability insurance in a form reasonably acceptable to the Authority providing coverage for Utility's construction, maintenance, repair, removal, relocation, or replacement of its facilities or use or occupancy of the License Property, in amounts not less than \$1,000,000 for bodily injury or death to a person or property damage from any one accident, and \$1,000,000 for all other types of liability. The City of Wichita and the Authority shall be named as additional insured on the insurance. In lieu of such insurance, Utility may provide a certificate of insurance showing that the Utility is insured.

Utility shall require its contractors engaged in the construction, maintenance, repair, removal, relocation, or replacement of its facilities to indemnify and hold harmless the City of Wichita and the Authority, their agents, directors, officers, and employees from any and all claims, liability, damage, or expense, including reasonable attorneys fees, incurred by reason of the death, loss or damage of or to persons or property, arising out of, or directly or indirectly resulting from, the work and to require its contractors to carry Public Liability Insurance in a form acceptable to the Authority and Utility, insuring their liability under such indemnity agreement amounts not less than that required for the Utility as stated above. The City of Wichita and the Authority shall be named as additional insureds on the insurance carried by the contractors for such work on the License Property.

10. CONSTRUCTION PERMIT REQUIRED. Prior to commencement of the construction, maintenance, repair, removal, relocation, or replacement of the facilities on the License Property, Utility shall notify the Director of Airports and obtain approval of the project. In addition, Utility shall be responsible for obtaining all necessary permits required for the construction of the facilities. If emergency repairs are necessary, Utility shall notify the Director of Airports as soon as possible after repairs have commenced.
11. GOVERNING LAW. This License Agreement shall be governed by and in accordance with the laws of the State of Kansas.
12. NOTICES. All written notices required by this Agreement to be given to Utility shall be sent by certified mail, return receipt requested, to:

All written notice required by this License Agreement to be given to the Authority shall be sent by certified mail, return receipt requested, to:

Director of Airports
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST: THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____ By _____
Karen Sublett, City Clerk Carl Brewer, President
"AIRPORT"

By _____
Victor D. White, Director of Airports

ATTEST: _____

By _____ By _____
Title _____ Title _____
"UTILITY"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Wichita Airport Authority
SUBJECT: Terminal Area Redevelopment Program
Terminal Apron Phase II
Wichita Mid-Continent Airport
INITIATED BY: Department of Airports
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve capital project budget adjustment.

Background: On June 3, 2008, the Wichita Airport Authority approved the reconstruction of terminal apron pavement with Apron Phase I. In order to make the most advantageous use of Federal Aviation Administration (FAA) funding, the total new apron has been divided into phases for construction and the next phase of the apron is ready.

Analysis: The Terminal Area Redevelopment Program (TARP) is identified in the Airport Capital Improvement Program (CIP). The next step is to reconstruct the Apron, Phase II. This phase will demolish buildings, install a portion of a glycol collection system, install some utilities and add new pavement.

Financial Considerations: The Apron, Phase II will include a combination of entitlement and discretionary money to be applied toward consultant fees and reconstruction. A grant application was approved by the WAA on August 5, 2008. The Airport's matching portion of 5% will be funded with Passenger Facility Charge revenues and General Obligation bonds paid for with Airport Revenue..

The current project budget of \$24,464,572.00 was established earlier in 2008 to cover contracts, such as, program management, environmental assessments, control tower shadow studies, independent cost estimating services, the design services, and the construction of the Apron, Phase I. The Apron, Phase II construction cost is \$4,739,255.27, and a construction related services contract with HNTB is anticipated shortly. Therefore, a \$6,000,000.00 budget increase is requested at this time which will create a current total capital budget of \$30,464,572.00. The anticipated total estimate for the entire project remains at \$160 million, which includes a reserve of \$10 million. The ultimate total budget will be established at a future date when the design work for the major project components is completed, and the construction of the terminal building is set to begin in 2009. Prior to that time, however, smaller elements of enabling site work design and construction will be necessary and the incremental funding mechanisms will be put into place as the authorized budget amount moves towards the \$160 million total.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the Terminal Area Redevelopment Program.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budget increase.

Attachments: None.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 7, 2008**

- a. Relocation of Main D, Sanitary Sewer #1 from 9th Street North to 10th Street North, between Mead and Mosley (north of Central, east of Broadway) (468-84380/744241/480929) Traffic to be maintained using flagpersons & barricades. (District I) - \$95,200.00\
- b. Storm Water Drain #344 to serve The Moorings 10th Addition (south of 53rd Street North, west of Meridian) (468-84468/751470/485361) Does not affect existing traffic. (District VI) - \$194,000.00
- c. Storm Water Sewer #641 to serve The Moorings 10th Addition (south of 53rd Street North, west of Meridian) (468-84469/751471/485362) Does not affect existing traffic. (District VI) - \$251,000.00
- d. Storm Sewer across Kellogg between Ellison and Zelta (54-87K1102-1/472-84632/705001/401501) Traffic to be maintained using flagpersons & barricades. (District II) - \$2,490,000.00
- e. 2008 Sanitary Sewer Reconstruction Phase 11 (five locations north of Kellogg, East of 151st Street west) (468-84540/620523/668642) Traffic to be maintained using flagpersons & barricades. (District I,IV,V) - \$180,000.00
- f. 2008 Contract Maintenance Concrete Drainage Repairs Phase 5 (east of 135th Street West, north of 63rd Street South) (472-84752/132721/620799/133116) Traffic to be maintained using flagpersons & Barricades. (District I, III) - \$252,200.00
- g. 127th Street East from the existing pavement north to the north line of Woodspring to serve Woods North Addition 9south of 29th Street North, west of 127th Street East) (472-84653/766196/490214) Does not affect existing traffic. (District II) - \$80,250.00

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Street Paving in Cedar View Village Addition (east of Greenwich, south of Kellogg) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition

Background: On December 4, 2007, the City Council approved a petition to pave streets in Cedar View Village Addition. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition to increase the project budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide paving for a new residential development located east of Greenwich, south of Kellogg.

Financial Considerations: The existing Petition totals \$157,000. The new Petition totals \$206,000. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing paving improvements required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachment: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING PAVEMENT ON **BRISTOL CIRCLE**; REMOVAL OF EXISTING PAVEMENT ON AND ADJACENT TO LOTS 7 AND 8 BLOCK 1; NEW PAVEMENT FROM THE NORTH LINE OF LINCOLN STREET TO A POINT 580' NORTH OF LINCOLN STREET CONNECTING TO EXISTING PAVEMENT; CONSTRUCTION OF A CUL-DE-SAC AND EMERGENCY VEHICLE ACCESS GATE AT THE WEST END ADJACENT TO LOT 12, BLOCK 1 AND LOTS 1 AND 2, BLOCK 2; AND CONSTRUCTION OF AN EYEBROW ADJACENT TO LOTS 4 THROUGH 6, BLOCK 2 (EAST OF GREENWICH, SOUTH OF KELLOGG) 472-84637 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING PAVEMENT ON **BRISTOL CIRCLE**; REMOVAL OF EXISTING PAVEMENT ON AND ADJACENT TO LOTS 7 AND 8 BLOCK 1; NEW PAVEMENT FROM THE NORTH LINE OF LINCOLN STREET TO A POINT 580' NORTH OF LINCOLN STREET CONNECTING TO EXISTING PAVEMENT; CONSTRUCTION OF A CUL-DE-SAC AND EMERGENCY VEHICLE ACCESS GATE AT THE WEST END ADJACENT TO LOT 12, BLOCK 1 AND LOTS 1 AND 2, BLOCK 2; AND CONSTRUCTION OF AN EYEBROW ADJACENT TO LOTS 4 THROUGH 6, BLOCK 2 (EAST OF GREENWICH, SOUTH OF KELLOGG) 472-84637 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-693 adopted on December 4, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Bristol Circle**; removal of existing pavement on and adjacent to Lots 7 and 8 Block 1; new pavement from the north line of Lincoln Street to a point 580' north of Lincoln Street connecting to existing pavement; construction of a cul-de-sac and emergency vehicle access gate at the west end adjacent to Lot 12, Block 1 and lots 1 and 2, Block 2; and construction of an eyebrow adjacent to Lots 4 through 6, Block 2 (east of Greenwich, south of Kellogg) 472-84637.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Six Thousand Dollars (\$206,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2, CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

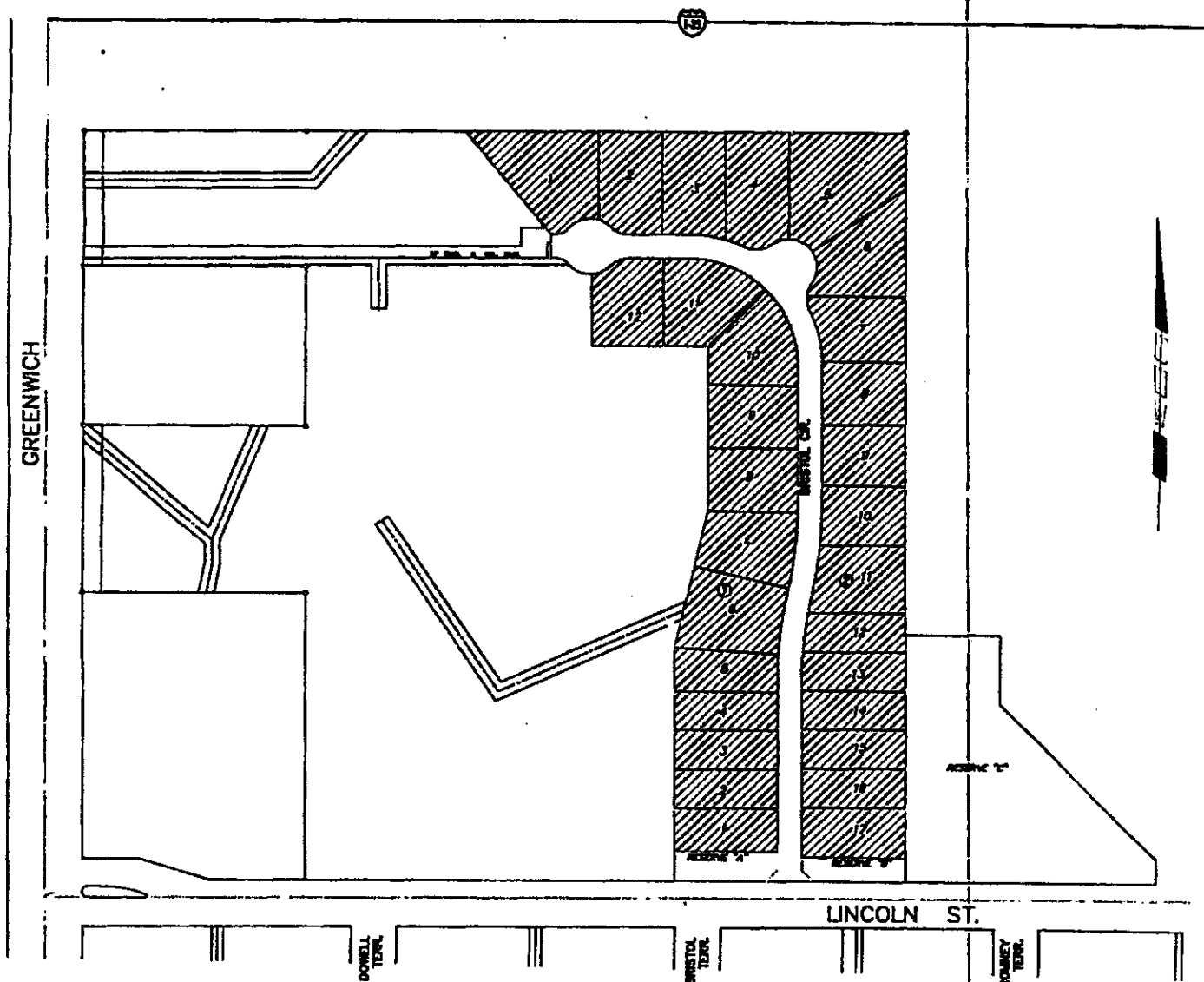
CARL BREWER, MAYOR

ATTEST:

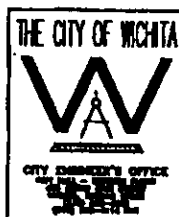
KAREN SUBLETT, CITY CLERK

(SEAL)

CEDAR VIEW VILLAGE ADDITION



BENEFIT DISTRICT 
(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT									
PROJECT AUTHORIZATION									
CITY OF WICHITA									
USE: 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.									
To Initiate Project To Revise Project									
X									
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 9/22/2008	4. Project Description & Location Pave Briston Circle, etc in Cedar View Village Addition						
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date						
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised							
As Required									
12. Project Cost Estimate									
ITEM	GO	SA	OTHER *	TOTAL					
Right of Way									
Paving				\$206,000					
Bridge & Culverts									
Drainage									
Sanitary Sewer									
Sidewalk									
Water									
Street Lights									
Totals				\$206,000					
Total CIP Amount Budgeted				\$206,000					
Total Prelim. Estimate									
13. Recommendation: Approve the Petition and Adopt the resolution									
100% Petition									
472-84637									
Remarks:									
Platting Required Lot Split Petition Ordered by WCC									
Yes X X									
No 									
12A.									
Division Head									
Department Head									
Budget Officer									
City Manager									
Date									
Date									

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1;
Lots 1 through 17, Block 2;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- 472-84637
- (a) That there be constructed within the area described above, pavement on Bristol Circle: removal of existing pavement on and adjacent to Lots 7 and 8, Block 1; new pavement from the north line of Lincoln Street to a point 580' north of Lincoln Street connecting to existing pavement; construction of a cul-de-sac and emergency vehicle access gate at the west end adjacent to Lot 12, Block 1 and Lots 1 and 2, Block 2; and construction of an eyebrow adjacent to Lots 4-6, Block 2. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
 - (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Six Thousand Dollars (\$206,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2007.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

Cedar View Village Addition – Paving Petition
06189 REPETITION 472-84637

Page 1

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; Cedar View Village Addition shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; Cedar View Village Addition shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

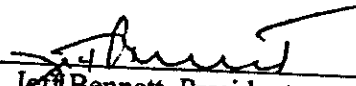
LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1; and Lots 1 through 17, Block 2; Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas.

WOODLAND WICHITA, LLC

By:


Jeff Bennett, President

Deeds and Easements:

Drainage Easement dated August 22, 2008 from Slawson Commercial Properties for a tract of land lying in Lot 3, Block 2, Oak Creek 3rd Addition to, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Easement dated February 6, 2008 from Ron Pasmore, President/CEO, Richmond Place, LLC for a tract of land lying in Lot 1, Gordon Norris Addition to Wichita, Kansas, (OCA # 607861). No Cost to City

Sanitary Sewer Easement dated August 22, 2008 from USD 266 for a tract of land lying in the NE ¼ of Sec. 32, T 26 S, R 1 W, of the 6th PM, (OCA # 607861). No Cost to City

Sanitary Sewer Easement dated August 22, 2008 from USD 266 for a tract of land lying in the NE ¼ of Sec. 32, T 26 S, R 1 W, of the 6th PM, (OCA # 607861). No Cost to City

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Community Events (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Bob Pickens, Mid-town Community Resource Center is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Midtown Historic Walking Tour, October 11 & 12, 2008, 11:00 am – 5:00 pm

§ Fairview, 13th Street to 15th Street.
Please see attached map.

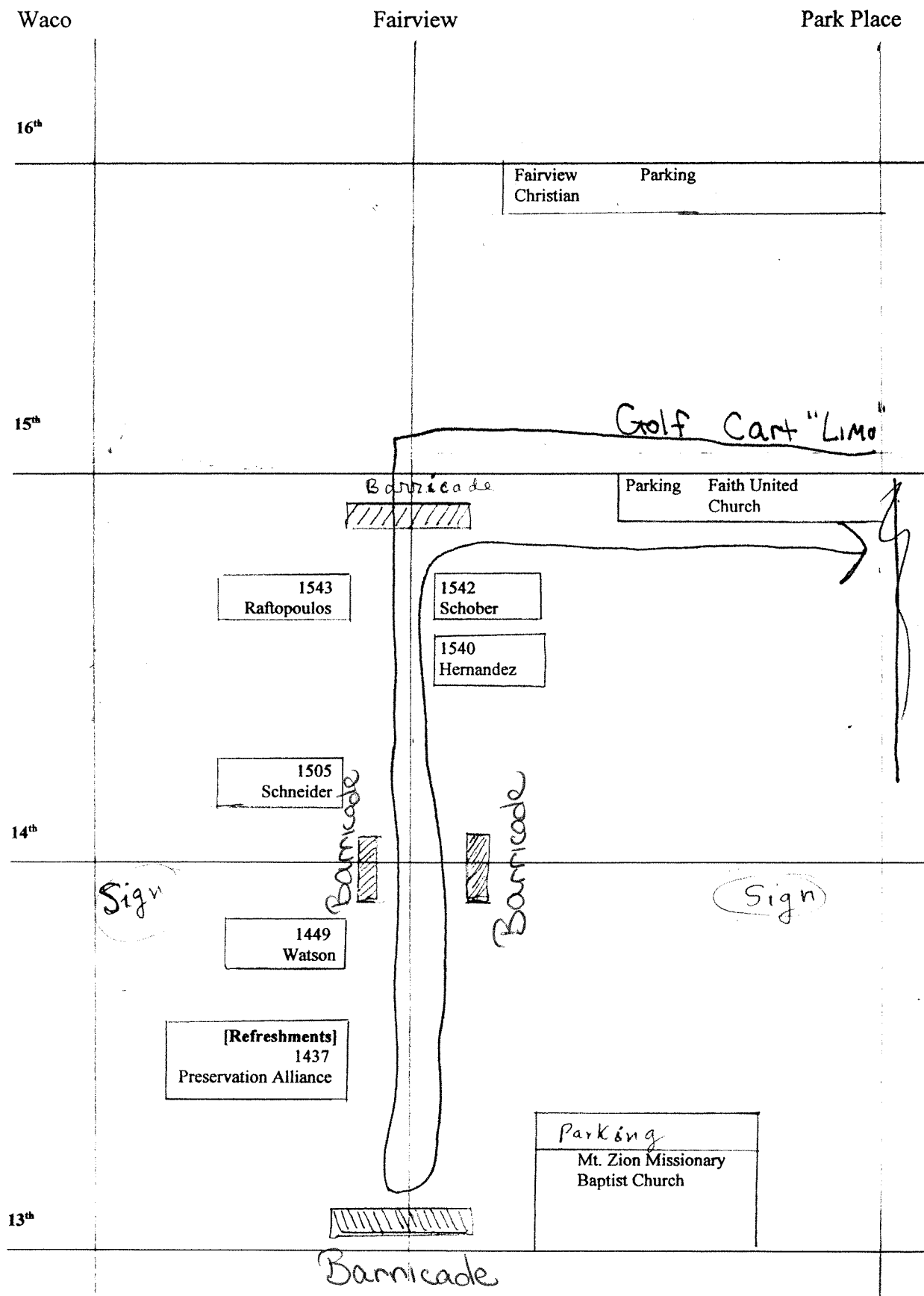
Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Community Events (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter BK Owens is coordinating with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kansas Fallen Firefighters Memorial, October 12, 2008 1:00 pm – 3:00 pm
§ Broadway, 1300 block of South Broadway

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council
SUBJECT: Community Events (District I & VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Duane Carney is coordinating with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Monster October Extreme Jam.com October 18, 2008 12:00 pm – 11:00 pm

- § McLean Blvd, Douglas to 1st Street
- § Douglas Avenue, Waco to McLean Blvd.

Monster October Extreme Jam.com October 18, 2008 4:00 pm – 8:00 pm

- § 1st Street, Waco to McLean Blvd.
- § Waco Street, Douglas to 1st Street.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Report No. XII-9a.

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Monarch Landing Addition (northwest corner of 159th Street East and 21st Street North) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Monarch Landing, LLC, Craig Sharp Homes, Inc., Nies Homes, Inc., Randy L. Randall & Joann E. Randall, and Patrick & Ashley Ralston platted Monarch Landing Addition and have submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for a water distribution system project. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: One original and 14 copies of the Respread Agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

MONARCH LANDING, LLC
A Kansas Limited Liability Company

CRAIG SHARP HOMES, INC.
NIES HOMES, INC.
RANDY L. RANDALL & JOANN E. RANDALL
PATRICK & ASHLEY RALSTON

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements on the northwest corner of 159th Street East and 21st Street North, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has platted Monarch Landing Second Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 through 52, Block 1; Lots 1 through 14, Block 2; Lots 1 through 21, Block 3; and Lots 1 through 6, Block 4; Monarch Landing Second Addition, and Key Number C0072700UP (Remaining portion of Unplatted Residential Tract 1), were part of the improvement district for the following city project:

Water Distribution System – Project No. 448-90275

2. The Parties agree to make a reassessment for said projects in the following manner:

Lots 1 through 52, Block 1; Lots 1 through 14, Block 2; Lots 1 through 21, Block 3; and Lots 1 through 6, Block 4; Monarch Landing Second Addition shall pay 74.4% of the original total cost apportioned based on equal fractions; and

The remaining portion of the Unplatted Residential Tract 1, Key Number C0072700UP shall pay 25.6% of the original total cost apportioned based on square footage.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2008.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor
Party of the First Part

Approved as to form:

Attest:



Director of Law

City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

(Seal)

My Appointment Expires: _____

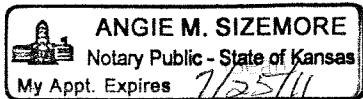
MONARCH LANDING, LLC
A Kansas Limited Liability Company

By: *Rob Ramsey*
Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 22nd day of September, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice President, Ritchie Development Corporation, Manager, Monarch Landing, LLC, A Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Angie M. Sizemore
Notary Public

My Appointment Expires: 7/25/11

As to Lot 46, Block 1; and Lots 12 & 14, Block 2
CRAIG SHARP HOMES, INC.

Walter L Sharp

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

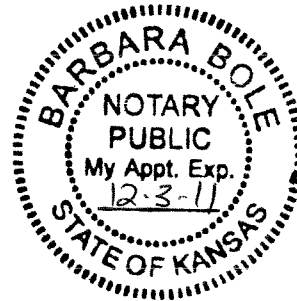
BE IT REMEMBERED, that on this 1st day of August, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came WALTER SHARP, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Barbara Bole
Notary Public

(Seal)

My Appointment Expires: 12-3-11



As to Lots 32 & 44, Block 1; and Lot 13, Block 2
NIES HOMES, INC.

Clifford A. Nies

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

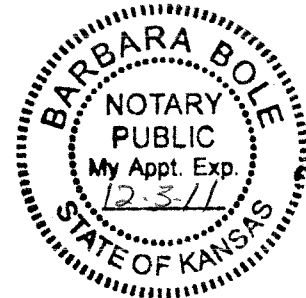
BE IT REMEMBERED, that on this 4th day of August, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came CLIFFORD A. NIES, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Barbara Bole
Notary Public

(Seal)

My Appointment Expires: 12-3-11



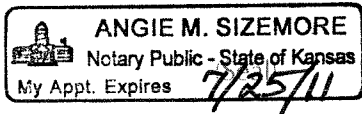
As to Lot 30, Block 1
RANDY L. RANDALL & JOANN E. RANDALL

Randy L. Randall
Joann E. Randall

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 1st day of August, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Randy L. Randall and Joann E. Randall, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Angie M. Sizemore
Notary Public

My Appointment Expires: 7/25/11

As to Lot 42, Block 1 Monarch
Landing 2nd

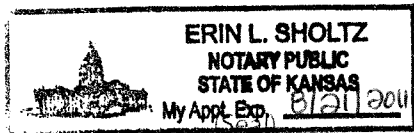
Patrick Ralston

Ashley Ralston

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 28th day of May, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Patrick and Ashley Ralston, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Erin L. Sholtz
Notary Public

My Appointment Expires: 8/21/2011

Agenda Report No. XII-9b.

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Wilson Farms Addition (south of 21st Street, on the east side of North Bradley Fair Parkway) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Paul R. Hoover and George E. Laham II Revocable Trust, platted Wilson Farms Addition and have submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for seven paving projects, a submain sewer project, two storm sewer projects, and three water projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: One original and 14 copies of the Respread Agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

**PAUL R. HOOVER
GEORGE E. LAHAM II REVOCABLE TRUST**

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements in the area south of 21st Street, on the east side of North Bradley Fair Parkway, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. BEG 140 FT W SE COR LOT 19 TH W 130 FT TO NW COR LOT 7 TH N 25 FT E 130 FT S 25 FT TO BEG, Block 1, (C51368); Wilson Farms Addition; was part of the improvement district for the following city projects:

Paving – Project No. 472-82843
Paving – Project No. 472-82846
Paving – Project No. 472-82732
Paving – Project No. 472-82775
Paving – Project No. 472-82776
Paving – Project No. 472-82731
Paving – Project No. 472-82730
Submain Sewer – Project No. 468-80509
Storm Sewer – Project No. 468-82740
Storm Sewer – Project No. 468-82739
Water – Project No. 448-89158
Water – Project No. 448-89157
Water – Project No. 448-89161

2. The Parties agree to make a reassessment for said projects in the following manner:

TH PT OF LOT 19 BEG NW COR TH E ALG N LI 251.38 FT TH S 255.19 FT TH W 267.27 FT TH N 255.69 FT TO BEG, BLOCK 1, WILSON FARMS ADDITION (C513680001); shall pay \$24,977.94 of the total cost apportioned to BEG 140 FT W SE COR LOT 19 TH W 130

FT TO NW COR LOT 7 TH N 25 FT E 130 FT S 25 FT TO BEG, Block 1, (C51368; now C51356), as described above.

TH PT OF LOT 19 & RES F BEG 255.69 FT S NW COR TH E 267.27 FT TH S 219.81 FT TH W 214.04 FT TH NWLY 124.74 FT TH NELY 58.09 FT TH N 95.76 FT TO BEG, BLOCK 1, WILSON FARMS ADDITION (C51368001F), shall pay \$22,150.25 of the total cost apportioned to BEG 140 FT W SE COR LOT 19 TH W 130 FT TO NW COR LOT 7 TH N 25 FT E 130 FT S 25 FT TO BEG, Block 1, (C51368; now C51356), as described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Part of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2008.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor
Party of the First Part

Approved as to form:

Attest:

Director of Law

City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

Seal

My Appointment Expires: _____


PAUL R. HOOVER



STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 9th day of September, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul R. Hoover, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Notary Public

My Appointment Expires: 8/26/2012

GEORGE E. LAHAM II REVOCABLE TRUST

George E. Laham II

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 9th day of September 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came George E. Laham II, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Katherine M. Siegrist
Notary Public

My Appointment Expires: 9/22/08

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Unites States Geological Survey (USGS) Surface Water Agreement
October 1, 2008 through September 30, 2009 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Joint Funding Agreement.

Background: In 1957 , as a condition of Federal assistance in construction of the Wichita-Valley Center Flood Control Project, the City of Wichita entered into a cooperative agreement with the Unites States Geological Survey (USGS) to install and maintain stream recorders along the project. Rainfall recorders were added later for the City's own use.

Analysis: The Department of Public Works uses recorders to monitor rainfall through the drainage basins affecting the project to determine volumes of incoming water. This collected data is transmitted to the National Weather Services, which transmits the data to the River Forecast Center in Tulsa, Oklahoma. The data is statistically analyzed and published by USGS. The Water Department monitors the flow of water into and out of Cheney Reservoir and relays the elevation of the lake to the Corps of Engineers.

Financial Considerations: The Agreement requires the City to pay \$45,045 of the \$69,491 total program cost, with USGS responsible for the balance of \$24,446. Budget for the City's cost is split between the Water & Sewer Department (\$19,621) and City-County Flood Control (\$25,424). These funds have been allocated in the appropriate operating budgets.

Goal Impact: The information received on the rainfall volumes helps provide for a safe and secure community by providing information on which to base flood warnings.

Legal Considerations: The Agreement has been approved as to legal form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Joint Funding Agreement and authorize the necessary signatures.

Attachments: Cost Distribution Sheet and Joint Funding Agreement.

7/72008

This cooperative agreement covers the following program for the 2009 Fiscal Year:

Water Department, streamflow-gaging stations:

	USGS	WICHITA	Fy09 cost
7144780 NF Ninnescah River above Cheney Reservoir	\$7,056	\$7,644	\$14,700
7144790 Cheney Reservoir near Cheney	\$1,416	\$3,304	\$4,720
7144795 Ninnescah River at Cheney Reservoir	\$6,027	\$8,673	\$14,700
Total Water department	\$14,499	\$19,621	\$34,120

Public Works Department, streamflow-gaging stations

7144470 Cowskin Creek at 29th St. North of Wichita	\$1,416	\$3,304	\$4,720
7144485 Cowskin Creek at Maple St	\$4,410	\$10,290	\$14,700
7144550 Arkansas River at Derby	\$4,121	\$5,930	\$10,500
Rental of 6 recorders and support equipment		\$5,900	\$5,900
Total Public Works Department	\$9,947	\$25,424	\$35,370
Total Program FY09	\$24,446	\$45,045	\$69,490
Total Program FY08	\$26,428	\$39,822	\$66,250

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: KS006
Agreement #: 09C4KS000600000
Project #: 8595A0U
TIN #: 486000653
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
STREAMGAGING**

THIS AGREEMENT is entered into as of the 1st day of October, 2008, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, KANSAS, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation streamgaging at 6 sites and miscellaneous services, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.
 - (a) \$24,446 by the party of the first part during the period
October 1, 2008 to September 30, 2009
 - (b) \$45,045 by the party of the second part during the period
October 1, 2008 to September 30, 2009
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: KS006
Agreement #: 09C4KS000600000
Project #: 8595A0U
TIN #: 486000653

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the InteriorCity of Wichita
Department of Public WorksUSGS Point of ContactName: Jim Putnam
Address: 4821 Quail Crest Place
Lawrence, KS
66049
Telephone: 785-832-3573
Email: jputnam@usgs.govCustomer Point of ContactName: Christopher Carrier
Address: 455 North Main
Wichita, KS
67202
Telephone: 316-268-4422
Email: CCarrier@wichita.govSignaturesBy Walter R. Aucott Date 7/29/08
Name: Walter R. Aucott
Title: Director, KS WSCBy _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____SignaturesBy Christopher M. Carrier Date 9.22.08
Name: Christopher M. Carrier, P.E.
Title: Director of Public WorksBy David Warren Date _____
Name: David Warren
Title: Director of Water UtilitiesBy _____ Date _____
Name: Carl Brewer, M
Title: Mayor

Approval to Form:

Gary Rebenstorf
Gary Rebenstorf
Director of Law

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement - Citywide Storm Water System Inventory Study
(All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the ordinance.

Background: On December 6, 2006 City Council approved a \$1.0 million budget for the first phase of the stormwater sewer inventory. On May 1, 2007, the City entered into an Agreement with Carlson-Baughman Company, P.A. that provides for a stormwater inventory, including location, geometry, and condition assessment. The data is to be used to create a stormwater GIS layer. The contract was a per-unit of effort with a maximum not-to-exceed fee for \$800,000. The initial phase of the project included development of a GPS base reference station network that allowed our consultant to collect the stormwater assets at survey grade accuracy. On August 5, 2008 city Council approved an additional \$2.0 million for the second phase of the storm water sewer inventory. Also approved at this time was the supplemental agreement to Carlson-Baughman in the amount of \$1.8 million and adoption of the resolution.

Analysis: The resolution approved on August 5, 2008 did not include correct format and therefore requires the resolution to be rescinded and replaced with the attached ordinance

Financial Considerations: This project is included in the 2007-2016 Adopted CIP, with \$2.0 million programmed in 2008 and 2009. The total revised budget is \$3.0 million for contract activities and technology upgrades.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing public improvements for drainage throughout the City. The improvements will provide an easily accessible database of the City's infrastructure system that will help staff to perform more tasks.

Legal Considerations: The ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the ordinance and authorize any necessary signatures.

Attachments: Ordinance and revised CIP worksheet.

(Published in *The Wichita Eagle* on _____, 2008.)

ORDINANCE NO. 48-098

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY THE COSTS OF PREPARATION OF A COMPREHENSIVE CITYWIDE DIGITAL STORM WATER DRAINAGE STRUCTURE INVENTORY; FURTHER AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE, AND REPLACING RESOLUTIONS 06-706 AND 08-414 OF THE CITY.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the “City”) desires to make certain related improvement to its drainage records by inventorying the City’s storm water sewer system as a GIS layer; and

WHEREAS, the City has previously indicated its intention to complete and finance the costs of said inventory by approval of Resolutions 07-706 on December 22, 2006 and 08-414 on August 5, 2008, but wishes to enlarge the previous cost estimates and invoke its Home Rule authority in support of the financing; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City obtain the inventory study to help provide an easily accessible database of the City’s infrastructure system that will help staff to perform more tasks; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed \$3,000,000, exclusive of the cost of interest on borrowed money (the “Bonds”) be authorized and issued for the purpose of paying costs associated with the preparation of such inventory study, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 et seq., as amended and supplemented.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12, Section 5 of the Kansas Constitution in an amount not to exceed \$3,000,000, exclusive of the cost of interest on borrowed money, for the purpose of paying costs associated with the preparation of a storm water sewer inventory, including location, geometry and condition assessment, which will yield data to be used to create a storm water GIS layer (the “Project”). Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 et seq., as amended and supplemented.

SECTION 2. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the “Notes”), the aggregate amount of which shall not exceed \$3,000,000, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provisions shall be made therefore as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefore by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City’s best interest.

SECTION 3. This Ordinance carries forward the financing intent expressed in Resolutions 06-706 and 08-414, but with the enlarged authority expressed hereinabove, and replaces such Resolutions.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 21st day of October, 2008.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

(Seal)

Approved as to Form:

Gary Rebenstorf, Director of Law

CAPITAL IMPROVEMENT									
PROJECT AUTHORIZATION									
CITY OF WICHITA									
USE: To Initiate Project To Revise Project									
1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.									
Compressive Citywide Digital Stormwater Drainage Structure Inventory									
1. Initiating Department Public Works	2. Initiating Division Storm Water Management	3. Date 9/11/2008	4. Project Description & Location	8. Approved by WCC Date					
5. CIP Project Number 468-84280	6. Accounting Number	7. CIP Project Date (Year) 2008-2009	11. Project Revised						
9. Estimated Start Date April 1, 2008	10. Estimated Completion Date December 31, 2011	12. Project Cost Estimate							
ITEM		GO	SA	OTHER *	TOTAL	12A.			
Right of Way						Platting Required			
Paving, grading & const.						Lot Split			
Bridge & Culverts						Petition			
Drainage, design & const.		\$3,000,000			\$3,000,000	Ordered by WCC			
Sanitary Sewer									
Sidewalk									
Water									
Railroad									
Totals		\$3,000,000	\$0	\$0	\$3,000,000	Remarks: GO Bonds are to be repaid by the City's Stormwater Utility.			
Total CIP Amount Budgeted									
Total Prelim. Estimate									
13. Recommendation: approve the project and place the ordinance on 1st reading									
Division Head AHC:dk		Department Head SAM.C		Budget Officer [Signature]		City Manager [Signature]			
Date		Date		Date		Date			

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Private Lot Cleanup Services

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the contract.

Background: The City presently has contracts for private lot cleanup projects on properties that are in non-compliance with the Nuisance Code (Title 8 of the Code of the City of Wichita). Those contracts have expired.

Analysis: A Request for Proposal was sent to 186 potential firms. A pre-proposal conference was held at City Hall to respond to any questions concerning the request for proposal. Seven proposals were received and evaluated. The selection committee interviewed the top four firms, and selected H. D. Mills & Sons, Inc. at an estimated yearly amount, based on unit prices per bid specifications, of \$86,250.00 and T & G Mowing & Excavating, Inc. at an estimated yearly amount, based on unit prices per bid specifications, of \$111,675.00, as the recommended vendors for this contract. The selected contractors will bid on each lot cleanup job with a “not to exceed” estimate. The lowest bidder will be awarded the job.

The committee based this recommendation upon the evaluation criteria that was set forth in the proposal. The selected firms have the ability to meet the requirements based on their qualifications, experience and expertise.

Financial Considerations: The approved 2009 Office of Central Inspection budget includes \$158,890 for contracted Lot Cleanup Services from the General Revenue Fund, which covers the estimated 2009 cost for Lot Cleanup Services (per the submitted bids). As of September 15, 2008, there was approximately \$20,000 of 2008 Office of Central Inspection General Revenue Fund budget remaining for contracted Lot Cleanup Services, which will pay for additional lot cleanups completed during 2008.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods; private lot cleanup services removes trash, junk and debris from private lots, and addresses a significant source of blight in Wichita neighborhoods.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with two (2) one-year renewal annual options.

Recommendations/Actions: It is recommended that the City Council approve the contract with and H. D. Mills & Sons, Inc. and T & G Mowing & Excavating, Inc., and authorize the necessary signatures.

Attachments: Contracts

**CONTRACT
for
PRIVATE LOT CLEANUP**

BLANKET PURCHASE ORDER NUMBER BP800118

THIS CONTRACT entered into this 7th day of October , 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **H. D. MILLS & SONS, INC.** (Vendor Code Number 809437-001), whose principal office is at 2756 S. West Street, Wichita, Kansas, 67217, Telephone Number (316) 942-2031 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP800068) [Commodity Code Numbers 91240 and 98836]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800068 [Commodity Code Numbers 91240 and 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP800068, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup**, Proposal Number FP800068 [Commodity Code Numbers 91240 and 98836] for the Office of Central Inspection as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of August 14, 2008, and as approved by the City Council on October 7, 2008.

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
	Furnish all labor, material, and equipment to provide private lot cleanup:		
1	Labor (to include use of hand tools)	Per Hour	\$20.00
2	Pickup Truck	Per Hour	\$20.00
3	Dump Truck	Per Hour	\$50.00
4	Skid Steer Loader	Per Hour	\$50.00
5	Tractor with Box Blade and Front Scoop	Per Hour	\$10.00
6	Generator to Run Power Tools	Per Hour	\$10.00

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	\$100.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	\$100.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Location	\$100.00
10	Reporting Fee (City to Pay Contractor)	Per Each	\$25.00
11	Materials – Billed at Cost – Plus 10%		
12	Waste Transfer Station Fees – Billed at Cost		

Total Contract Amount Not To Exceed \$86,250.00
Prices are firm for one year, then escalating / de-escalating.

Billing Terms – Net Thirty (30) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount of **twenty-five dollars (\$25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **October 7, 2008 through September 30, 2009**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

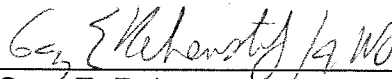
CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

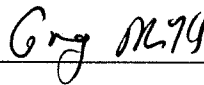
H. D. MILLS & SONS, INC.



Gary E. Rebenstorf
Director of Law



Signature



Print Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT
for
PRIVATE LOT CLEANUP**

BLANKET PURCHASE ORDER NUMBER BP800119

THIS CONTRACT entered into this 7th day of October , 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **T&G MOWING & EXCAVATING, INC.** (Vendor Code Number 801792-001), whose principal office is at 29122 W. 45th North, Mt. Hope, Kansas, 67108, Telephone Number (316) 444-2140, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP800068) [Commodity Code Numbers 91240 and 98836]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800068 [Commodity Code Numbers 91240 and 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP800068, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup**, Proposal Number FP800068 [Commodity Code Numbers 91240 and 98836] for the Office of Central Inspection as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of August 14, 2008, and as approved by the City Council on October 7, 2008.

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
	Furnish all labor, material, and equipment to provide private lot cleanup:		
1	Labor (to include use of hand tools)	Per Hour	\$30.00
2	Pickup Truck	Per Hour	\$20.00
3	Dump Truck	Per Hour	\$55.00
4	Skid Steer Loader	Per Hour	\$55.00
5	Tractor with Box Blade and Front Scoop	Per Hour	\$55.00
6	Generator to Run Power Tools	Per Hour	\$40.00

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	\$40.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	\$45.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Location	\$50.00
10	Reporting Fee (City to Pay Contractor)	Per Each	\$25.00
11	Materials – Billed at Cost – Plus 10%		
12	Waste Transfer Station Fees – Billed at Cost		

Total Contract Amount Not To Exceed \$111,675.00

Prices are firm for one year, then escalating / de-escalating.

Billing Terms – Net Fifteen (15) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount of **twenty-five dollars (\$25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **October 7, 2008 through September 30, 2009**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
-------------------------	---

Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
---	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

6. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

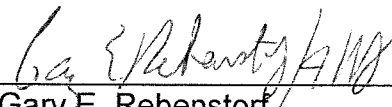
CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk


Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

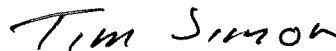
T&G MOWING & EXCAVATING, INC.



Gary E. Rebenstorf
Director of Law




Signature



Print Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Design Services for 21st Street Improvement, between the K-96 Expressway and 159th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On January 9, 2007, the City entered into an Agreement with Professional Engineering Consultants, P.A. (PEC) for designing improvements to 21st Street North from K-96 to 159th Street East. A previous interlocal agreement with Sedgwick County provided for the City to complete this project. The fee was \$80,000 for completion of the plans that were started under the County's jurisdiction. It was anticipated at the time that this fee would be sufficient to complete the plans based on existing conditions. Since then, there has been considerable development of residential and commercial properties throughout the corridor, requiring the addition of a handful of auxiliary turn lanes, additional drainage facilities and capacity, and numerous commercial entrances. The reconstruction limits on 127th Street East were extended north and south to accommodate new improvements in all four quadrants of the intersection, and the west limits of 21st Street were extended west for necessary connection to the K-96 interchange. Improvements to existing waterlines were added as requested by the City's Water Utilities Department. A supplemental agreement has been prepared for the additional work.

Analysis: The project will improve 21st Street to provide four through lanes and landscaped medians. A storm water sewer will be constructed.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$178,000 and will be paid by General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving vehicular safety and capacity along an important transportation corridor.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 9, 2007
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 9, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **21st Street North from K-96 to 159th Street East (County Line)** (Project No. 472 84394).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional design services which were not included in the scope of the original agreement (see Exhibit C).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$178,000.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST:

SCOPE OF SERVICES (ADDITIONAL)

21st STREET NORTH
from K-96 to 159th Street East (County Line)
(Project No. 472-84495)

Listed below are items which required additional design services which were not included in the scope of the original agreement.

Paving Items

- Geometric modification to raised center median island (Sta. 150+64 to 154+00)
- Geometric modification to raised center median island (Sta. 152+50 to 154+00)
- Extend proposed improvements of 127th Street an additional 145' to the South
- Extend proposed improvements of 127th Street an additional 700' to the North
- Right turn auxiliary lane to serve Reed Commercial Addition
- Right turn auxiliary lane to serve Hawthorne Addition
- 165 LF of segmental retaining wall to accommodate new berm construction adjacent to Reed's Cove Addition
- Storm sewer system to collect new Hawthorne development drainage outfall
- Redesign of the Clear Creek intersection to fit "As-built" conditions
- 630 LF of segmental retaining wall to accommodate new berm construction to Reed's Cove 3rd Addition
- 664 LF of segmental retaining wall to accommodate new berm construction adjacent to Krug North Addition
- Castle Rock intersection for future entrance into Krug South development
- Redesign of Eastside Community Church entrance to fit "As-built" conditions
- Right turn auxiliary lane to serve Krug South Addition
- Reconfigure sidewalk and ramps for bi-directional wheelchair ramps at 127th St., 143rd St., & 159th St.
- Added drive entrances (2) to serve new school at Monarch Landing
- Flutter Lane intersection for future entrance into Monarch Landing development
- Right turn auxiliary lane to serve Monarch Landing Addition
- Removal of right turn auxiliary lane adjacent to Monarch Landing Addition
- Alignment modifications to 4'x3' RCB at Sta. 248+01
- 870 LF of parallel drainage ditching to accommodate new berm construction adjacent to Ranch 21 property
- Eliminate design and construction plans of the north leg of 159th Street from the project – transfer design information to the City of Andover's project.
- Coordination of new QuikTrip facility at 21st & 127th intersection
- Production of 4 additional plan sets (282 sheets each) for early delivery to potential contractors
- Sidewalk width modification for entire length of project from 5' to 6'
- Coordination with utility companies for numerous utility conflicts due to plan modifications

Waterline Items:

This work includes production of 40 approximately plan sheets.

- 50 valve box adjustments
- 2 valve abandonments
- 10 fire hydrant adjustments
- 13 fire hydrant relocations
- 1 fire hydrant abandonment
- 4 air release valve relocations
- 1 water meter adjustment.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Bike Path under the 13th St. Bridge at the Little Arkansas River
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On December 4, 2007, the City Council approved a construction contract with King Construction Company to reconstruct the 13th St. Bridge at the Little Arkansas River. On July 1, 2008, the City Council approved a project to construct a bike path under the Bridge, south along the River and connecting to sidewalk at the Biting St. Bridge. With the River lowered for the Bridge project, constructing the bike path by Change Order reduces the cost and time required to perform the work.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$95,244 with the total paid by City General Obligation Bonds. The original contract amount is \$2,611,519. This Change Order represents 3.65% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a bike path connecting school, commercial and residential areas.

Legal Considerations: The Law Department has approved the Change Order as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

August 22, 2008
CHANGE ORDER

To: King Construction Co., Inc.

Project: 13th Street Bridge Rehabilitation
over the Little Arkansas River (13th Street
North, west of Waco)

Change Order No.: 1

Project No.: 87TE-0284-01/472-84422

Purchase Order No.: 701460

OCA No.: 715705

CHARGE TO OCA No.: 715705 – \$4,243.48
706983 – \$91,000.00

PPN: 245121

Please perform the following extra work at a cost not to exceed \$95,243.88

On July 1, 2008, City Council approved \$100,000 in funding to complete this missing section of bike path. Contractor to extend the existing 10' wide bike path from the north side of the 13th St. bridge, going south along the Little Arkansas River and connecting to sidewalk at the Bitting St. bridge. It is necessary to complete this work before site restoration is completed on the project. See attached.

CIP Budget Amount: \$3,205,000.00 (715705)	Original Contract Amt.: \$2,611,518.54
\$ 100,000.00 (706983)	
Consultant: PB	Current CO Amt.: \$95,243.88
Exp. & Encum. To Date: \$3,003,945.51 (715705)	Amt. of Previous CO's: \$0.00
\$ 0.00 (706983)	Total of All CO's: \$95,243.88
CO Amount: \$95,243.88	% of Orig. Contract / 25% Max.: 3.65%
Unencum. Bal. After CO: \$196,811.01 (715705)	Adjusted Contract Amt.: \$2,706,762.42
\$ 9,000.00 (706983)	

Recommended By:

Approved:

Lawrence Schaller, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: 2008 Street Maintenance Program (Lincoln and Hillside Intersection) (Districts I & III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 18, 2008, the City Council approved a construction contract with Cornejo and Sons, Inc. to repair the intersection of Lincoln and Hillside. The condition of the concrete at the intersection is worse than expected at the time the project was bid and requires additional removal and replacement.

Analysis: A Change Order has been prepared for the cost of the additional work.

Financial Considerations: The cost of the Change Order is \$11,978. The funding source is Street Maintenance Funds. The original contract amount is \$205,800. This Change Order represents 5.82% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

September 2, 2008

CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: 2008 Contract Maintenance Special
Concrete Repair, Lincoln & Hillside

Change Order No.: 1

Project No.: 472-84664

Purchase Order No.: 800252

OCA No.: 132721

CHARGE TO OCA No.: 132721

PPN: N/A

Please perform the following extra work at a cost not to exceed \$11,978.00

Due to the poor condition of the concrete at the intersection of Lincoln & George Washington Blvd., the following additional repair is needed.

OVERRUN:

Comb. Curb & Gutter-20 lf	@	\$14.50/lf	=	\$ 290.00
Mono Edge Curb Construction-105 lf	@	\$ 4.60/lf	=	\$ 483.00
8" Reinf. Conc. Pvmt. Repair-270 sy	@	\$41.50/sy	=	<u>\$11,205.00</u>
		Total		\$11,978.00

CIP Budget Amount: \$5,200,010.00 (132721)

Original Contract Amt.: \$205,800.00

Consultant: Staff

Current CO Amt.: \$11,978.00

Total Exp. & Encum. To Date: \$4,736,332.78

Amt. of Previous CO's: \$0.00

CO Amount: \$11,978.00

Total of All CO's: \$11,978.00

Unencum. Bal. After CO: \$451,699.22

% of Orig. Contract / 25% Max.: 5.82%

Adjusted Contract Amt.: \$217,778.00

Recommended By:

Approved:

Lawrence Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: 2008 Street Maintenance Program (Lincoln and Hillside Intersection) (Districts I & III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 18, 2008, the City Council approved a construction contract with Cornejo and Sons, Inc. to repair the intersection of Lincoln and Hillside. The condition of the concrete at the intersection is worse than expected at the time the project was bid and requires additional removal and replacement.

Analysis: A Change Order has been prepared for the cost of the additional work.

Financial Considerations: The cost of the Change Order is \$11,978. The funding source is Street Maintenance Funds. The original contract amount is \$205,800. This Change Order represents 5.82% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

September 2, 2008

CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: 2008 Contract Maintenance Special
Concrete Repair, Lincoln & Hillside

Change Order No.: 1

Project No.: 472-84664

Purchase Order No.: 800252

OCA No.: 132721

CHARGE TO OCA No.: 132721

PPN: N/A

Please perform the following extra work at a cost not to exceed \$11,978.00

Due to the poor condition of the concrete at the intersection of Lincoln & George Washington Blvd., the following additional repair is needed.

OVERRUN:

Comb. Curb & Gutter-20 lf	@	\$14.50/lf	=	\$ 290.00
Mono Edge Curb Construction-105 lf	@	\$ 4.60/lf	=	\$ 483.00
8" Reinf. Conc. Pvmt. Repair-270 sy	@	\$41.50/sy	=	<u>\$11,205.00</u>
		Total		\$11,978.00

CIP Budget Amount: \$5,200,010.00 (132721)

Original Contract Amt.: \$205,800.00

Consultant: Staff

Current CO Amt.: \$11,978.00

Total Exp. & Encum. To Date: \$4,736,332.78

Amt. of Previous CO's: \$0.00

CO Amount: \$11,978.00

Total of All CO's: \$11,978.00

Unencum. Bal. After CO: \$451,699.22

% of Orig. Contract / 25% Max.: 5.82%

Adjusted Contract Amt.: \$217,778.00

Recommended By:

Approved:

Lawrence Schaller, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: Water Line along Rock, between 53rd St. North and K-254 Highway (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On April 1, 2008, the City Council approved a construction contract with Nowak Construction, Inc. to construct a water line along Rock, from 53rd St. North to and under K-254 Highway. The water line also crosses under a natural gas pipe line. The Kansas Department of Transportation and the gas company have required additional steel casing at the crossings.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$23,743 with the total paid by the Water Utility. The original contract amount is \$415,370. This Change Order represents 5.72% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by increasing the capacity of the City's water distribution system.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

To: Nowak Construction Co., Inc.

Project: Water Main in Rock Road, 53rd Street
North to K-254

Change Order No.: 1

Project No.: 448-90196

Purchase Order No.: 800410

OCA No.: 635678

CHARGE TO OCA No.: 635678

PPN: 766729

Please perform the following extra work at a cost not to exceed \$23,743.20

KDOT and Gas companies require more casing pipe than shown on plans.

- Install casing pipe under gas line crossings (WL Sta. 24+40.00 to 25+00.00=60.00 ft.)
- Install casing pipe to south right-of-way of K-254 highway (WL Sta. 79+45.52 to 79+84.35=38.83 ft)
- Install casing pipe to north right-of-way of K-254 highway (WL Sta. 81+74.35 to 82+07.50 = 33.15 ft)

Over-run:

#9 – 28” Steel Casing by Boring & Jacking 131.98lf. @ \$179.90/lf.= \$23,743.20

TOTAL= \$23,743.20

CIP Budget Amount: \$771,800.00
Consultant: Baughman
Total Exp. & Encum. To Date: \$469,264.12
CO Amount: \$23,743.20
Unencum. Bal. After CO: \$278,792.68

Original Contract Amt.: \$ 415,369.65
Current CO Amt.: \$23,743.20
Amt. of Previous CO's: \$0.00
Total of All CO's: \$23,743.20
% of Orig. Contract / 25% Max.: 5.72%
Adjusted Contract Amt.: \$439,112.85

Recommended By:

Lawrence Schaller, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:

City Clerk

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council Members

SUBJECT: Change Order: Gypsum Creek Improvement
(North of Pawnee, west of Woodlawn) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On December 18, 2007, the City Council approved a construction contract with Dondlinger & Sons Construction Company for Gypsum Creek improvements. Because of favorable bids received for the project, it is proposed that additional portions of the creek be improved.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$245,369 with the total paid by the Storm Water Utility. The original contract amount is \$848,864. This Change Order plus previous Change Orders represents 31.38% of the original contract amount, which exceeds the City Council policy that limits Change Orders to 25% of the original contract amount. Obtaining the additional work by Change Order rather than by bidding reduces the cost and time required to perform the work.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving Gypsum Creek Drainage

Legal Considerations: The Law Department has approved the Change Order as to legal form, subject to Council's approval of this increased expenditure.

Recommendation/Action: It is recommended that the City Council waive the 25% limit on the Change Order, approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

To: Dondlinger & Sons Construction Co., Inc.

Project: Gypsum Creek Flood Control, Pawnee
Street to Woodlawn Avenue

Change Order No.: 3

Project No.: 468-84224

Purchase Order No.: 701490

OCA No.: 660804

CHARGE TO OCA No.: 660804

PPN: 866005

Please perform the following extra work at a cost not to exceed \$245,368.60

ADD: Extra work east of pedestrian bridge at Drolinger Street at Baseline "A":

- Excavate and grade soil to establish a 2:1 slope along the north and south side of Gypsum Creek.
- Adjust Manhole with a gasketed ring and lid
Work near Baseline "A" 1 LS @ \$26,805.00 = \$26,805.00

ADD: Extra work south of Mt. Vernon Bridge at Baselines "E, F, & G":

- Excavate and grade east bank of Gypsum Creek between the end of baseline E and the beginning of baseline G. (Approx. 225 lf.).
- Remove Large tree, one each and misc. smaller trees.
- Install Rip-Rap - Light Stone at the toe of slope (approx. 10 ft. wide and 2,100 ft. long) for baselines "E, F, G."
- Regrade the slopes for baselines "E, F, & G" prior to seeding
Work near Baselines "E, F, & G" 1 LS @ \$161,509.6 = \$161,509.60

ADD: Extra work north of Pawnee Ave. at Baseline "H":

- Excavate and grade east bank of Gypsum Creek from Sta. 8+17 to 10 + 45.
 - Install Rip-Rap - Light Stone along the bank to match the riprap to the North (approx. 18 ft. wide and 230 ft. long)
 - Remove existing Trees as required for excavation.
 - Adjust Manhole with a gasketed ring and lid.
Work near Baseline "H" 1 LS @ \$57,054.00 = \$57,054.00
- TOTAL=** \$245,368.60

CIP Budget Amount: \$2,100,000.00

Consultant: HNTB

Total Exp. & Encum. To Date: \$1,398,338.07

CO Amount: \$245,368.60

Unencum. Bal. After CO: \$456,293.33

Original Contract Amt.: \$ 848,864.00

Current CO Amt.: \$245,368.60

Amt. of Previous CO's: \$21,000.00

Total of All CO's: \$266,368.60

% of Orig. Contract / 25% Max.: 31.38%

Adjusted Contract Amt.: \$1,115,232.60

Recommended By:

Approved:

Lawrence Schaller, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest:_____

City Clerk

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: MacArthur Improvement, between Meridian and Seneca
(District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On December 11, 2007, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve MacArthur, between Meridian and Seneca. A part of the work is the relocation of water service lines to adjacent homes and businesses. The number of services lines that need relocation is much greater than anticipated at the time of bidding. As a part of project close-out with the contractors, contract quantity adjustments are also needed to reflect as-constructed conditions.

Analysis: A Change Order has been prepared adjust all quantities. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$10,624 with the total paid by the Water Utility. The original contract amount is \$3,576,003. This Change Order plus a previous Change Order represents 1.05% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic capacity and safety along a major transportation corridor.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.

August 6, 2008
CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: MacArthur Road from Meridian
Avenue to Seneca Street

Change Order No.: 2

Purchase Order No.: 701449

CHARGE TO OCA No.: 706966 – (\$2,650.00)
636192 – \$13,273.75

Project No.: 87N-0347-01 / 472-84580

OCA No.: 706966 / 636192

PPN: 207432 / 777583

Please perform the following extra work at a cost not to exceed \$10,623.75

Numerous water services had to be relocated due to the depth of the storm sewer pipe and RCB. Design changes were necessary on Line 5 due to actual location of storm sewer pipe. Adjust measured quantity bid items based on final field measurements. See attached.

CIP Budget Amount: \$5,520,000.00 (706966)
\$ 90,000.00 (636192)

Consultant: Baughman

Exp. & Encum. To Date: \$3,836,992.98 (706966)
\$ 73,856.14 (636192)

CO Amount: \$10,623.75

Unencum. Bal. After CO: \$1,680,357.02 (706966)
\$ 2,870.11 (636192)

Original Contract Amt.: \$3,576,003.30

Current CO Amt.: \$10,623.75

Amt. of Previous CO's: \$27,071.00

Total of All CO's: \$37,694.75

% of Orig. Contract / 25% Max.: 1.05%

Adjusted Contract Amt.: \$3,613,698.05

Recommended By:

Larry Schaller, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Contractor

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

Approved:

Scott Moore
Interim City Manager

Date

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: 37th St. North Improvement, between Tyler and Ridge
(District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On November 11, 2006, the City Council approved a construction contract with Lafarge North America to improve 37th St. North, between Tyler and Ridge. With the rapid development of the surrounding area, left turn lanes at the north and south approaches to the intersection of 37th and Ridge are warranted now. Performing the additional work now rather than by bidding reduces both the cost and time required to perform the work and allows these safety improvements to be completed sooner.

Analysis: A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$260,288 with the total paid by City General Obligation bonds. The original contract amount is \$4,452,893. This Change Order plus previous change orders represents 5.85% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow along an important transportation corridor.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

August 25, 2007
CHANGE ORDER

To: LaFarge North American

Project: 37th St. N. – Tyler to Ridge Rd.

Change Order No.: 4

Project No.: 87N-0346-01/472-84186

Purchase Order No.: 601444

OCA No.: 706920

CHARGE TO OCA No.: 706920

PPN: 205386

Please perform the following extra work at a cost not to exceed \$260,288.00

Left turn lanes will be added in both directions on Ridge Rd. at 37th St. to improve safety. See attached plan sheets for details.

Budget Amount: \$5,350,000.00
Consultant: Baughman
***Total Expe & Encumb.:** \$4,994,931.64
CO Amount: \$260,288.00
Unencumbered Balance: \$94,780.36

***INCLUDES CHANGE ORDER(S)**

Original Contract Amt.: \$4,452,892.83
Current CO Amt.: \$34,970.48
Amt. of Previous CO's: \$12,130.83
Total of All CO's: \$307,389.31
% of Orig. Contract / 25% Max.: 5.85%
***Adjusted Contract Amt.:** \$4,760,282.14

Recommended By:

Approved:

Larry Schaller, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Approved:

Attest:

City Clerk

**Senior Management Expenses
For the Month of August 2008**

Employee by Department	Purpose	Amount
01-City Manager Staff		
Scott Moore, Interim City Manager	Visioneering Wichita Trip to Oklahoma City, OK & Ft Worth, TX	\$ 1,538.25 est
Cathy Holdeman, Assistant City Manager	Visioneering Wichita Trip to Oklahoma City, OK & Ft Worth, TX	1,538.25 est
Allen Bell, Director of Urban Development	Visioneering Wichita Trip to Oklahoma City, OK & Ft Worth, TX	1,500.00 est
09-Housing & Community Services		
Mary K Vaughn, Director of Housing & Community Services	HUD Spotlight on Excellence Conference, Kansas City, MO	497.45
Brad Snapp, Assistant Director of Housing & Community Services	HUD Spotlight on Excellence Conference, Kansas City, MO	709.82
13-Public Works		
Jim Armour, City Engineer	HNTB Meeting, Kansas City, MO	188.55
14-Environmental Services		
Kay Johnson, Director of Environmental Services	KDHE Conference, Overland Park, KS	611.38
15-Planning		
John Schlegel, Director of Planning	Visioneering Wichita Leadership Visit, Oklahoma City, OK & Ft Worth, TX	1,560.50 est
18-Water and Sewer		
Gerald Blain, Design Engineer	Upper Missouri River Basin States Cooperators Roundtable, Cheyenne, WY	469.92 est
Total		\$ 8,614.12

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Lawsuit

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$200,000.00 as a full settlement of the subject case and all other claims arising out of the incident which is the subject of the lawsuit.

Background: In 2007, the plaintiff suffered fatal, instantaneous injuries incurred when he was struck by a City police vehicle.

Analysis: The plaintiffs have offered to accept a lump sum payment of \$200,000.00 as full settlement of all their claims against the police officers and the City. Because of the uncertainty and risk that the judgment at trial, plus a potential award of attorney fees to plaintiffs, would exceed this amount, the Law Department recommends acceptance of the offer. The settlement of this suit does not constitute an admission of liability on the part of the City or the officers. Rather, it is merely a settlement to resolve a long disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's tort claims fund.

Legal Considerations: The Law Department recommends acceptance of the plaintiffs' offer of settlement.

Recommendations/Actions: Authorize payment of \$200,000.00 as a full settlement of all possible claims which are the subject of this claim

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Lawsuit – Karagianis v. City of Wichita et al

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$180,000.00 as a full settlement of the subject case and all other claims arising out of the incident which is the subject of the lawsuit.

Background: This lawsuit arises from the arrest of Mr. Karagianis in April, 2006. It alleges that the officers had acted improperly and that he incurred physical and emotional injuries as a result of the arrest.

Analysis: The plaintiff has offered to accept a lump sum payment of \$180,000.00 as full settlement of all his claims against the police officers and the City. Because of the uncertainty and risk that the judgment at trial, plus a potential award of attorney fees to plaintiff, would exceed this amount, the Law Department recommends acceptance of the offer. The settlement of this suit does not constitute an admission of liability on the part of the City or the officers. Rather, it is merely a settlement to resolve a long disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's tort claims fund.

Legal Considerations: The Law Department recommends acceptance of the plaintiff's offer of settlement.

Recommendations/Actions: Authorize payment of \$180,000.00 as a full settlement of all possible claims which are the subject of this claim

CITY OF WICHITA
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Terminal Area Redevelopment Program – Apron Phase II

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: Capital projects undertaken by the Wichita Airport Authority are funded by Federal Aviation Administration grants, Passenger Facility Charge (PFC) collections, grants from other sources such as the Transportation Security Administration and Airport operating revenues. The timing for the actual receipt of outside funds can vary depending on circumstances such as Congressional action and passenger activity levels. In order to assure that capital project schedules are not interrupted due to these timing fluctuations, City procedure calls for a notice of intent to issue debt financing for the full budget of the project. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or the form of General Obligation bonds for long term financing.

Analysis: On October 7, 2008, the Wichita Airport Authority authorized an increase in the Terminal Area Redevelopment Program (TARP) budget to include the cost of constructing Phase II of the terminal apron along with the corresponding expected construction-related services from the design firm. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The revised total budget for the TARP is \$30,464,572.00 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be a combination of grants, PFC collections and Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

Published in the Wichita Eagle on October 10, and October 17, 2008

RESOLUTION NO. 08-480

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Terminal Area Redevelopment Program – Apron Phase II
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the “Project”).

SECTION 2. That the cost of the above described Project is estimated to be Thirty Million Four Hundred Sixty Four Thousand Five Hundred and Seventy Two Dollars (\$30,464,572), exclusive of the cost of interest on borrowed money and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$30,464,572.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, October 7, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CITY OF WICHITA
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Sale of Surplus Parcel at the Southwest Corner of Kellogg and Oliver
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: As a result of the development of the Kellogg/Oliver Interchange, there was a 15,400 square foot remnant at the southeast corner of Kellogg and Oliver. The owner of the land surrounding the City-owned parcel approached the City about trading part of the City-owned parcel for an equivalent amount of land he owned on the southwest corner. On August 6, 2002, the City Council approved trading 8,407 square feet of this parcel for an 8,407 square foot rectangle located at the southwest corner of the intersection. This was done to facilitate development of the southeast corner. The private party agreed to maintain both City parcels until development. The developer is now proceeding with development of the southwest corner and has approached the City about buying the parcel.

Analysis: After retention of land for future road improvements, there is 4,979.5 square feet of surplus land. The developer has offered \$59,754 or \$12.00 per square foot. The parcel will be incorporated into a proposed multi-building retail site encompassing more than 6.5 acres.

Financial Considerations: The City will receive cash consideration for the sale of the property. Upon sale, the property will return to the tax rolls and the City will be relieved of maintenance responsibility.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement, development concept and aerial

Kellogg & Oliver Development Concept

Development Summary

Parcel A

Retail Pad
64,026 SF/ 1.47 Acres

6,000 SF Building
111 Parking Spaces (18.5:1 Ratio)

Parcel B

Retail Center Pad
96,238 SF/ 2.21 Acres

17,250 SF
98 Parking Spaces (57:1 Ratio)

Parcel C

Fast Food Pad Site
33,136 SF/ 0.76 Acres

2,400 SF Building
48 Parking Spaces (20:1 Ratio)

Parcel D

Restaurant Pad
33,002 SF/ 0.76 Acres

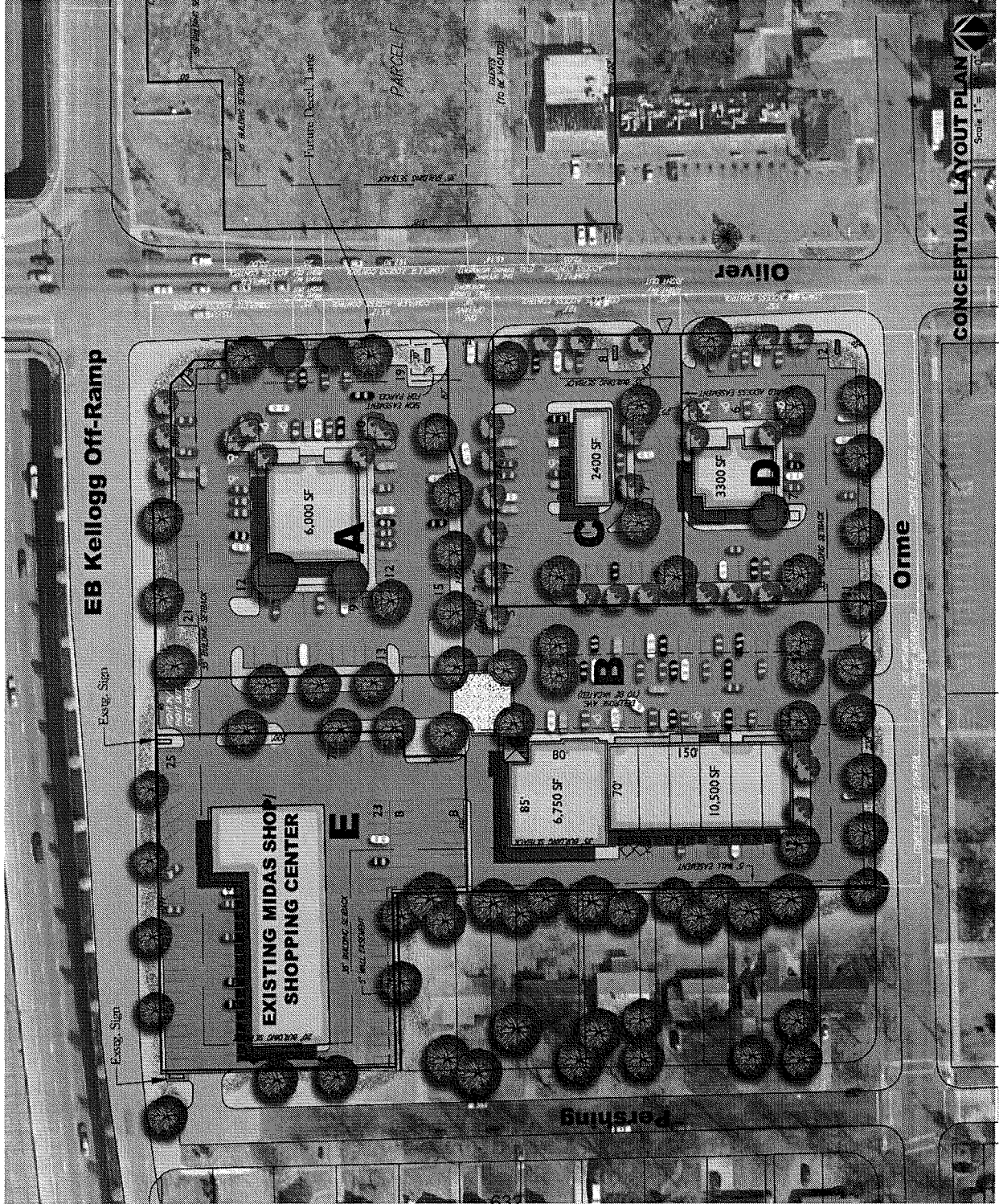
3,300 SF Building
56 Parking Spaces (16.9:1 Ratio)

Parcel E

Existing Midas and Retail Center
58,328 SF/ 1.36 Acres

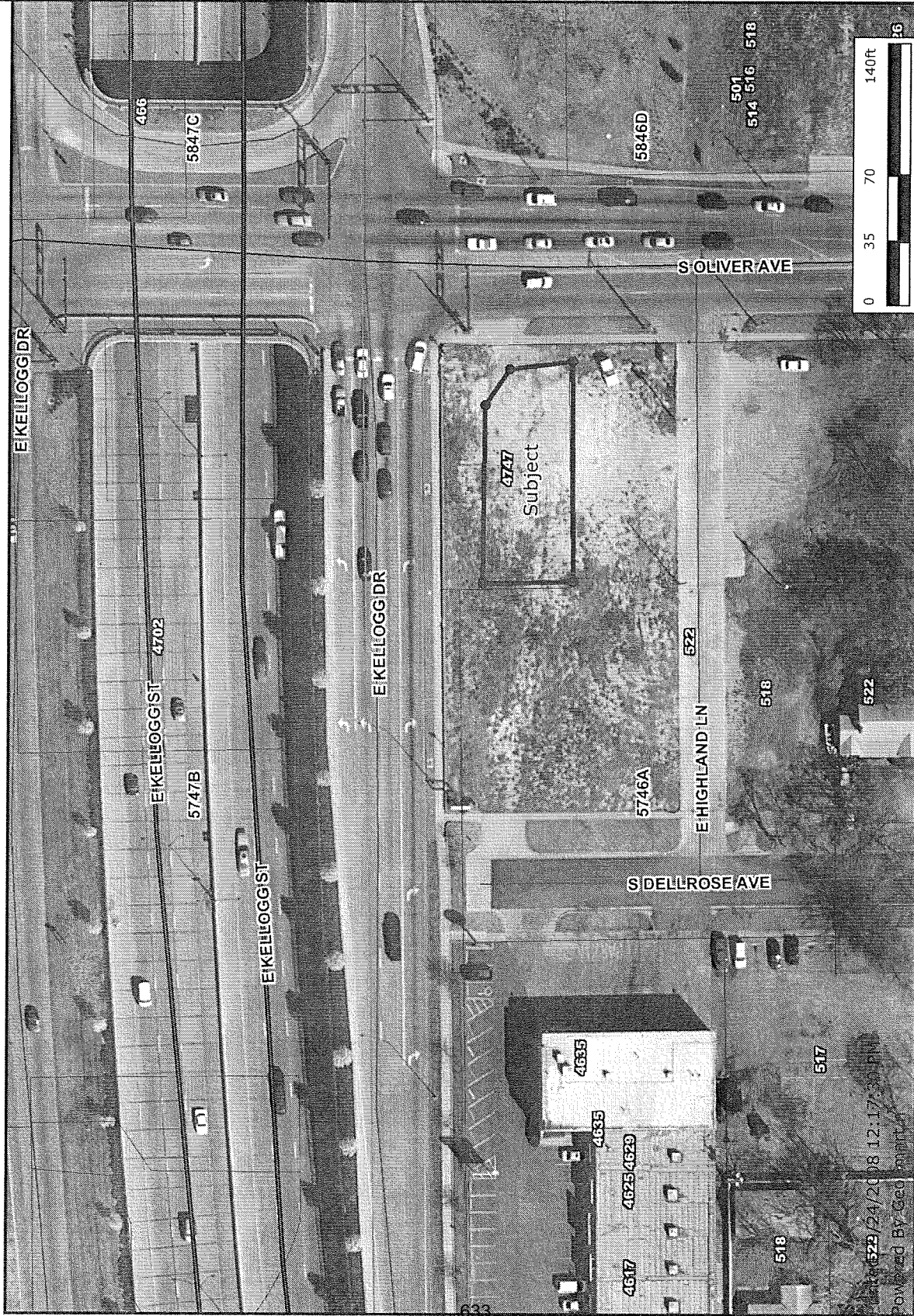
Existing 13,775 SF Building
86 Parking Spaces (62:1 Ratio)

NOTE: Parking ratios are calculated based on the Code requirement of 1 space per 250 SF for retail uses. Code calls for 1 space per 3 spaces for restaurants, however parking has been calculated using the retail criteria since building layout is general and not intended to reflect a specific restaurant, only a general land use.





Southwest Corner of Oliver and Kellogg



<input type="checkbox"/>	Old Town Property parcels
<input type="checkbox"/>	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER.S-DEDATA.ORTH-01FT
	SDERASTER.S-DEDATA.ORTH-0
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between City of Wichita, party of the First Part, hereinafter referred to as "Seller," whether one or more, and SJ Ram, LC, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Seller does hereby agree to sell and convey to Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to wit:

A tract of land in Block 1, Kellogg Heights Addition to Wichita, Sedgwick County, Kansas described as beginning at the Northwest corner of said Block 1; thence east along the north line of said Block 1 119.9 feet; thence south parallel to the West line of said Block 1 25 feet for the point of beginning, said point being 25 feet South and 5.10 West of the Northeast corner of Lot 6 in said Block 1; thence East parallel to the North line of said Block 1 95.1 feet to a point on the North line of Block 1, said point being 10 feet West of the Northeast corner of Lot 2; thence Southeasterly to a point 45 feet South of the North line of said Block 1 and 15 feet West of the East line of said Block 1; thence South parallel to the East line of said Block 1 25 feet; thence West parallel to the North line of Block 1 115.1 feet; thence North 45 feet to the beginning.

2. Buyer hereby agrees to purchase, and pay to Seller, as consideration for the conveyance to him of the above described real property for the sum of Fifty-Nine Thousand Seven Hundred Fifty-four Dollars and No Cents (\$59,754.00) in the manner following, to-wit: cash at closing.

3. The Seller agrees to furnish to the Buyer a title insurance company's commitment to insure to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record.

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. Closing will be held at First American Title, 434 North Main, Wichita, Kansas. The costs of closing shall be paid one-half by Seller and one-half by Buyer. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be split evenly between Buyer and Seller.

5. The Buyer agrees to and does hereby deposit with First American Title the sum of One Thousand and No/100 Dollars (\$1,000.00), earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by BUYER. Said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller

and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. Any taxes and assessments shall be prorated as of the date of closing. Taxes shall be prorated for calendar year on the basis of taxes levied for prior year. Buyer shall assume the balance of unpaid outstanding special assessments (if any) against the property.
7. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
8. Possession of said real property shall transfer at closing. Seller agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. The parties covenant and agree that except for closing, commissions and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
10. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on within thirty (30) days of the release of all contingencies.
11. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
12. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

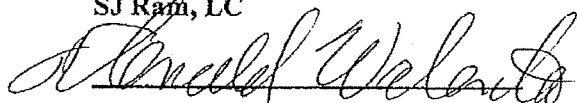
- A. Adult Book and Video Stores

- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. Commercial Billboards
- G. Car sales lots

13. The covenants and agreements contained in Paragraphs 11 and 12 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
14. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.
15. Buyer shall present details of the future use of the site to the Seller for Seller's approval prior to closing. Seller shall have the right to approve the user, renovation plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder and Buyer's deposit, if any, returned to Buyer.
16. Buyer shall have until One Hundred Eighty (180) days after full execution of this contract to fully complete all due diligence and obtain financing. In the event Buyer is not satisfied with results of its due diligence, Buyer may, in its sole and arbitrary judgment, notify Seller in writing within the prescribed period, and cancel this agreement. In the event said agreement is canceled as mentioned above, all earnest money shall be returned to the Buyer. If Buyer does not notify Seller within the prescribed due diligence period, Buyer waives this contingency.
17. Buyer shall have the option to extend due diligence by an additional One Hundred Eighty (180) days with notice to be given no later than fifteen (15) days before the expiration of the initial due diligence period.
18. **NOTICE OF REPRESENTATION:** Pursant to the Kansas Real Estate Brokers' and Salespersons' License Act, The Buyer and Seller have been notified of the following: Grubb & Ellis/Martens Commercial Group is acting in the capacity of the agent for the Buyer. Buyer and Seller represent and warrant that there are no claims for broker, finder or leasing fees and or commissions in connection with the execution of this Agreement, except as listed above. The Broker listed above will be paid by Seller, at closing, the commission of six percent (6%) of the gross sales price. Each of the parties agree to indemnify the other against all liabilities, costs, etc. Arising out from any such claim (including reasonable attorney's fees and all court costs).
19. Upon closing of title, all promises, statements and obligations merge in the deed except as herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against the Seller, his agents or assigns.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:
SJ Ram, LC



SELLER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Home Repair Fund Transfer (Districts I, III, IV, V, and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the transfer of funds.

Background: In July, 2004, a Memorandum of Understanding was signed between the Finance Department and the Housing and Community Services Department for the administration of the Home Improvement Loan/Grant Program (HILP). The program is funded with Community Development Block Grant (CDBG) funds, however due to reduced federal funding it was not funded in FY 08/09.

Analysis: There are several home repair programs offered by the Housing and Community Services Department. Two of those programs are revolving accounts for historic and non-historic residential property repair – the Historic Loan program and the Direct Loan program. Fidelity Bank services these accounts which received their initial funding in the 1980's. No annual allocations have been made since then, because repayments have been sufficient to maintain a revolving account over the years. However, the Home Improvement Loan Program (HILP) and the Historic Deferred loan programs do not have a repayment provision which could generate an ongoing source of revenue. As noted above, these programs were not funded in the 08/09 fiscal year due to reduced federal funds.

Staff records reflect that there is less demand for the Direct and Historic Loan programs, primarily due to the repayment provisions and in the case of the Historic Loan program, due to the need for the property to be listed or be eligible to be listed on the state, federal or local historic register or be considered a 'contributing structure'. On the other hand, there is more demand for the HILP and Historic Deferred programs which have fewer requirements. The HILP program provides an interest buy-down to 2% for owners who are eligible for home improvement loans, through the Department's partnership with Capital Federal Savings. This CDBG investment generates a return of four to one. The Historic Deferred Loan program provides no interest loans for repair of owner-occupied properties which were within the city limits as of 1919. The owners must be income-eligible.

Due to the increasing demand for the HILP and Historic Deferred Loan programs, staff recommends transfer of \$20,000 from the Direct Loan Revolving account to the Home Improvement Loan Program account, and the transfer of \$40,000 from the Historic Loan account to the Historic Deferred Loan account. The Historic Preservation Officer and local Preservation Board are in agreement with the Historic Deferred Loan component of this recommendation.

Financial Considerations: No City General Funds are involved in the proposed transfer. The proposed transfer of CDBG funds is consistent with local policy and federal regulations.

Goal Impact: Approving this request will impact the Core Area and Neighborhoods and Economic Vitality and Affordable Living goals.

Legal Considerations: The Memorandum of Understanding for the Home Improvement Loan/Grant Program requires Council approval for budget or funding changes greater than \$10,000.

Recommendations/Actions: It is recommended that the City Council approve the transfer of funds.

Attachments: None.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: 2008 CSBG Discretionary Fund Application

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve funding application and authorize necessary signatures.

Background: The Community Services Block Grant (CSBG) is a federal program targeted to the needs of the low-income. In addition to the formula funds granted to the City of Wichita by the State of Kansas Housing Resources Corporation, CSBG Discretionary Funds have become available through a competitive Request for Proposal. The proposal is due on October 10, 2008.

Analysis: The Human Resource's Career Development Office (CDO) is responsible for administration of CSBG formula funds. The CDO has partnered with the Parks and Recreation Department and the Neighborhood City Halls to provide summer activities for youth ages six to fifteen. These programs emphasize education and the development of social skills through adult supervised activities and mentoring. In an effort to obtain additional CSBG dollars to provide benefits and services to youth in these low-income neighborhoods, the CDO is requesting \$9,000 in CSBG Discretionary Funds to provide a lifeguard training and retention program. This program is designed to provide lifeguard skills and safety training to neighborhood youth so that they may be employed as lifeguards in Parks' maintained pools. This will provide needed youth employment opportunities in low-income neighborhoods and assist the Parks and Recreation Department to "grow their own" lifeguards.

Financial Considerations: No general operating funds from the City's budget are obligated by the application.

Goal Impact: The program funded through CSBG Discretionary Funds will support vibrant low-income neighborhoods by increasing their residents' sense of community, neighborhood involvement and satisfaction.

Legal Considerations: The CSBG Review Committee met to consider the Application and recommends approval by the City Council.

Recommendation/Action: It is recommended that the City Council approve the 2008 CSBG Discretionary Fund Application and authorize the necessary signatures.

Attachments: 2008 Community Services Block Grant Discretionary Fund Application Summary

Career Development Office CSBG Discretionary Fund Application Summary

City of Wichita, Department of Park & Recreation Aquatics Training Opportunities For Youth ages 15 & Older

Nationally there is a shortage of lifeguards every year. There are several reasons for the lifeguard shortage, two of which are too few qualified swimmers and a general decrease in people who participate in swimming classes at all levels. This signals a major problem in the aquatics industry. Also, too few lifeguards come from low-income and diverse neighborhoods. We need to recruit and train lifeguards from these neighborhoods to provide needed youth employment opportunities.

Our Mission:

To help prevent this problem and prepare younger generations for lifeguarding, the Wichita, Department of Park and Recreation is interested in offering swimming classes that will simultaneously help address both problems. The proposal is to offer two different types of classes free to youth in Sedgwick County.

The *Lifeguard Training* course is an American Red Cross program that certifies individuals to be lifeguards. The normal cost for this course is \$175, which is extremely difficult for many youth to take advantage of. We would like to be able to offer this course free to help increase the lifeguard pool of applicants.

The second class we would like to offer for free is a *Strokes Clinic* which would take beginner students who have some basic skills and help improve their strokes. When participating in the Lifeguard Training course, the students must take and pass a skill's pre-test which determines their ability to continue with the course. It is not uncommon for at least 25% of the students to fail this test, which is very humiliating and embarrassing for the youth. If we are able to offer a program that improves their skills, more students will be able to pass the pre-skills test and consequently certify more lifeguards. Also, if students have a program that develops their swimming skills and their confidence level, they might look towards pursuing a Lifeguard job, whereas before they wouldn't have even considered it.

Youth Benefits:

Research shows that working during high school has many benefits. One of the most obvious is that the time teens spend on the job is generally time they don't spend on criminal activity or dangerous forms of recreation. Additional benefits for teens include learning to form good work habits, effectively managing their finances, gaining skills for future jobs, learning time management skills, increase self-esteem and in many situations, helping to financially support their families. These teens also have a better chance of earning higher wages after graduation.

Career Development Office CSBG Discretionary Fund Application Summary

Program Needs:

To support the Strokes Clinic and Lifeguard Training programs, the following is a breakdown of estimated staffing costs along with other related expenses. The costs listed are per session and are based on a maximum of 25 students. It is hoped that we will be able to host and fill two classes for the Stroke Clinic and two classes for the Lifeguard Training for a total of 4 classes. The total requested for these four classes is \$9,000.

Stroke Clinic (total of 12 hours of training)

Staffing	\$400
Transportation	\$360
Materials (photocopies)	\$10
Snacks	\$100
Voucher/Reward for Completion	<u>\$500</u>
Total	\$1,370

Lifeguard Training (total of 32 hours of training)

Staffing	\$900
Transportation	\$360
Materials (Textbook/First Aid Kit/Face Mask)	\$1,000
Snacks	\$120
Lifeguard T-shirt	\$250
Voucher/Reward for Completion	<u>\$500</u>
Total	\$3,130

**CITY OF WICHITA
CITY COUNCIL MEETING
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Renewal of Air Quality Program Grants (All Districts)

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendation: Approve renewal of the grants contract.

Background: Since 1972 the City has received grant funding from the Environmental Protection Agency to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities.

Analysis: Three separate grants allow the Department of Environmental Services to provide comprehensive air quality services that address public health and environmental protection issues throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for thirty-five years, and the department has maintained good working relationships with EPA and KDHE staff during this time. Continued cooperation is essential in dealing with the air quality issues inherent in a growing urban region such as the Wichita metropolitan area.

Goal Impact: The grants support the goals for Safe and Secure Communities.

Financial Considerations: Four staff positions are supported through the grants.

- The EPA Section 103 grant amount for FY 2009 will be \$45,257. This grant does not require local matching funds.
- The EPA Section 105 grant amount for FY 2009 will be \$90,564. Use of support staff time, office space and utilities are provided by the City of Wichita as a required 40% local match.
- The KDHE grant amount for FY 2009 will be \$180,714. This grant does not require local matching funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation: Approve renewal of the grants and authorize the necessary signatures.

GRANT CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

CITY OF WICHITA, DEPARTMENT OF ENVIRONMENTAL SERVICES

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Department of Environmental Services (WDES). The purpose of this contract is to establish a formal partnership between WDES and the KDHE to implement the Kansas Air Quality Act in Sedgwick County. This contract authorizes WDES to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY 2009 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2008 to September 30, 2009.

Summary of Grant Expenditures by Fund

Federal 105 Grant ¹ up to:	\$90,564.00
WDES 40% Match up to:	\$60,376.00
Federal 103 Grant ¹ up to:	\$45,257.00
State of Kansas Air Quality Fee Fund up to:	\$180,714.00
	<hr/>
Total Grant not to exceed:	\$376,911.00
Total KDHE Reimbursement not to exceed:	\$316,535.00

Summary of Grant Expenditures by Activity

Activity	KDHE
Compliance and Enforcement, Asbestos Inspections, Planning, Public Education and Outreach, Indoor Air Quality, Emission Reduction Strategies, and Ambient Air Monitoring	\$290,486.00
Local Priorities	\$13,028.00
Program Maintenance	\$33,553.00
Indirect (14.4%)	\$39,844.00
Total Grant not to exceed	\$376,911.00

¹ From State of Kansas Allocation

See Appendix F for an explanation of local match expenditures. When actual expenditures are totaled, the total comes to \$66,557.00 per year. WDES required match amount is \$60,376.00. These local funds are used as WDES match to support the monitoring, inspections, public education, planning and other activities detailed in the contract.

Section II – Requirements – WDES Agrees:

1. To perform the duties and tasks specified in the contract and FY 2009 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To not use the KDHE funds to supplant other WDES funds and to provide matching funds from non-federal sources towards the successful completion of Section 105 purposes in an amount equal to 40% of funds expended for Section 105 purposes.
3. To only use the Air Quality Fee Fund money for Title V permit program related activities, and to only use the Federal 103 and 105 money for air quality related activities associated with the Kansas Air Quality Act and FY 2009 Work Plan which may be amended under the provisions of Section IV.4.
4. To only use the Program Maintenance money for local air program purposes and other state or local activities not covered by the activity-specific allocations, including, but not limited to: reporting, complaint inspections, compliance assistance, and other functions necessary to carry out the monitoring, inspection, enforcement, outreach and other elements of the BAR air program or additional activity-specific allocations that may be assigned by the KDHE, other than indirect, or air quality complaints. EPA does not require participation in and funding of National Association of Clean Air Agencies (NACAA). WDES participation in NACAA is discretionary and non-federal program maintenance funds may be used for said purposes.
5. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY 2009 Work Plan. WDES shall submit to the KDHE quarterly progress reports as specified in the FY 2009 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 and 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
6. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDES upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
7. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDES will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.

8. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by WDES that are based solely upon WDES air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.
9. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase “paid for (in part) by the Kansas Department of Health and Environment.”
10. To obtain an audit in accordance with the Federal Single Audit Act of 1984, and OMB Circular No. A-133, Audits of State and Local Governments, and Other Nonprofit Organizations, and to submit one complete copy of the single agency audit report to the KDHE within 12 months after the end of the WDES’ fiscal year.
11. To comply with the Age Discrimination Act of 1975, Section 501 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, Title IV of the Civil Rights Act of 1964 and further agrees not to exclude from participation in, or deny the benefits of services to any person on the basis of race, color, gender, sexual orientation, gender identity, religion, national origin, ancestry, age, military or veteran status or disability status; with the Recipient Certification requirements of the Drug-Free Workplace Act of 1988; and with the Federal Anti-Lobbying Act of 1990.
12. To comply with all EPA grant regulations located under Title 40 of the Code of Federal Regulations (CFR), Part 31, as published as of the date of this agreement, and to specifically adhere to the “Fair-Share” policy to solicit Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) when contracting for goods or services. The specific steps to comply with this requirement are stated in 40 CFR 31.36(e) as in effect on July 1, 2004 (See Appendix B).
13. WDES and any prospective participants shall fully comply with Subpart C of 40 CFR Part 32, as published as of the date of the agreement, entitled “Responsibilities of Participants Regarding Transactions.” Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled “Covered Transactions,” includes a term or condition requiring the inclusion of a similar term or condition in a subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment (See Appendix B).
14. WDES shall ensure that all information received pertaining to enforcement actions either under consideration or in process shall be held confidential by its employees and any contractors, and shall not be shared with, or transmitted or communicated to any third party, and shall be bound by the Confidentiality Agreement (See Appendix C).
15. WDES agrees that its employees will adhere to ethical standards as established in K.S.A. 46-215, *et seq*, and the KDHE – BAR “Code of Ethics,” (See Appendix D) and shall apply these standards to all aspects of performance during the term of this agreement.
 - a. The term “*making of a contract*” as used in K.S.A. 46-233 shall include all activities connected to the making of a contract, regulating, inspecting, enforcement or any other such activity as required in the official function and furtherance of duties and obligations set forth in this agreement.

- b. For the purpose of this agreement the meaning of “*state employee*” shall be considered as those WDES employees connected with the Air Quality Department.
- c. Protection of “*privileged information*” shall include information disclosed from the KDHE – BAR to WDES that is required to perform any action described in sub-section (a.) above. Public or private disclosure of any such information is expressly prohibited.

Section III – KDHE Agrees:

- 1. To make payments, not to exceed \$180,714.00 from the Air Quality Fee Fund; not to exceed \$45,257.00 from the Federal 103 fund; and not to exceed \$90,564.00 from the Federal 105 funds to WDES for conducting the KDHE Air Quality Program as authorized in the FY 2009 Work Plan (See Appendix A).
- 2. To the extent possible, the KDHE - BAR will seek input from WDES on issues governed by this contract prior to making decisions or taking actions that will affect WDES’ Air Quality Program.
- 3. To provide regular updates on enforcement actions pertaining to sources in Sedgwick County, including but not limited to written acknowledgements that WDES enforcement action recommendations have been received by the KDHE.
- 4. To work with WDES and other local partners to establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.
- 5. To provide WDES with prior approval from the KDHE - BAR, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY 2009 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDES as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

- 1. WDES will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the “Kansas Prompt Payment Act” (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and a Certified Expenditure Affidavit.
- 2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BAR.

3. All indirect costs incurred implementing the WDES component of this contract shall not exceed 14.4% of following: the total expenditures of the Air Quality Fee Fund, Federal 105 and Federal 103 monies authorized under this contract for Compliance and Enforcement, Asbestos Inspections, Planning, Public Education and Outreach, Indoor Air Quality, Emission Reduction Strategies, and Ambient Air Monitoring, plus program maintenance and local priorities, less local match.
4. That the provisions found in Contractual Provisions Appendix E (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Department of Environmental Services – John Stark, 316-268-8353, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDES and the KDHE to its terms.

Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Attest:

Karen Sublett
City Clerk

Date

Roderick L. Bremby
Secretary
Kansas Department of Health and
Environment

Date: _____

Approved as to form:

Gary E. Rebenstorf
Director of Law

Date

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, DEPARTMENT OF ENVIRONMENTAL SERVICES
FY 2009
Contract Period October 1, 2008 – September 30, 2009

The Bureau of Air and Radiation (BAR), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Department of Environmental Services (WDES) hereby agree to comply with the cooperative intent of the Clean Air Act within Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
Compliance and Enforcement				
Administrative Issues; QA/QC	Vick Cooper	785-296-1561	John Stark	316-268-8353
Compliance and Enforcement	Russ Brichacek	785-296-1544	John Stark	316-268-8353
Asbestos	Scott Bangert	785-296-1689	John Stark	316-268-8353
Planning Activities				
Air Planning Activities	Tom Gross	785-296-1692	John Stark	316-268-8353
Emission Reduction Strategies				
Blue Skyways	Doug Watson	785-296-0910	John Stark	316-268-8353
Public Outreach				
Public outreach	Kathleen Waters	785-296-1575	John Stark	316-268-8353
Indoor Air Quality	Joyce Barrett	785-368-6683	John Stark	316-268-8353
Monitoring				
Administrative Issues	Tom Gross	785-296-1692	John Stark	316-268-8353
Network design/configuration	Scott Weir	785-291-3272	John Stark	316-268-8353
General Operation and Maintenance	Fred Diver	785-296-6289	John Stark	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	John Stark	316-268-8353
Data Issues	Matt Unruh	785-296-0451	John Stark	316-268-8353

II. Compliance and Enforcement including Asbestos

A. WDES and BAR agree as follows:

1. The WDES will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
 - BAR, Air Quality Compliance and Enforcement Training Manual
 - Kansas Air Quality Regulations and Statutes
 - Applicable CFR

2. The WDES will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BAR/WDES enforcement coordination calls.
3. The WDES inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BAR within fifteen business days of completion of inspection. Copies of inspection reports and letters will be mailed to BAR each Friday. Inspections/FCEs will be scheduled by WDES with a goal of 20% of the inspections/FCEs completed per FY quarter. WDES shall submit a list of sources recommended to be inspected to BAR by September 1st of each year.
4. If noncompliance with regulations are observed and documented during an inspection, BAR will be notified in accordance with BAR enforcement policy. Notices of Noncompliance issued by WDES will be tracked by both WDES and BAR, with required follow up in accordance with BAR Enforcement Policy. BAR will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BAR in accordance with BAR Enforcement Policy.
5. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BAR.
6. WDES is responsible for responding to complaints received from individuals, BAR, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDES will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BAR within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.
7. WDES will provide quarterly updates on the Compliance and Enforcement activities performed.
8. At the end of the 4th Quarter, final contract payment will be reduced by \$1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

1.	Comprehensive Audit Inspection	
1730052	Learjet, Inc.	1
1730055	Boeing Integrated Defense System	1

2.

Class I Facilities

1730006	Grede Foundries, Inc.	1
1730012	Westar Energy	1
1730014	Westar Energy	1
1730019	Cessna Aircraft, Mid-Cont.	1
1730022	Hawker Beechcraft Corp.	1
1730023	Air Products Manufacturing	1
1730029	Cargill, Inc.	1
1730045	Conoco/Phillips Pipeline	1
1730058	York Unitary Products Group	2
1730059	CNH America, LLC	1
1730068	Coleman Co., Inc.	1
1730070	Oxychem – Wichita Plant	2
1730075	Cessna Aircraft – Pawnee	1
1730152	Nex-Tech Processing, Inc.	1
1730153	Coleman Company	1
1730155	Chance Rides, Inc.	2
1730165	Globe Engineering Co., Inc.	1
1730173	Custom Cupboards, Inc.	1
1730225	City of Wichita – DNR	1
1730309	Spirit Aerosystems, Inc.	1

3.

SM Facilities

1730001	Cereal Food Processors, Inc.	1
1730005	McConnell AFB	1
1730008	Ferroloy, Inc.	1
1730034	CCGP, Inc.	1
1730036	APAC – Kansas, Inc. – Shears Div.	1
1730044	LaFarge West, Inc.	1
1730062	DeBruce Grain, Inc.	1
1730078	Darling International, Inc.	1
1730097	Rich Mix Products – Quikrete	1
1730105	St. Francis Regional Medical Center	1
1730106	St. Joseph Medical Center	1
1730107	Wesley Medical Center	1
1730108	Wichita State University	1
1730109	Wilko Paint, Inc.	1
1730110	Robert J. Dole VAMC	1
1730130	Wichita Products Term (CONCOC)	1
1730132	Valassis Manufacturing Company	1
1730135	Sedgwick County Public Works	1
1730136	Love Box Company, Inc.	1
1730139	SFB Plastics, Inc.	1
1730141	Magellan Pipeline Company	1
1730146	ONEOK Field Services Co.	1

1730147	Fiber Glass Systems, L.P.	1
1730154	Metal Finishing Co., Inc.	1
1730156	ONEOK Field Services, Co.	1
1730161	Clean Harbors Kansas, LLC	1
1730163	Apex Engineering Intern, LLC	1
1730168	Earthgrains Baking Companies, Inc.	1
1730184	Barton Solvents, Inc.	1
1730196	Kansas Plating, Inc.	1
1730197	Hawker Beechcraft Services	1
1730199	Tramco, Inc.	1
1730232	Precision Pattern, Inc.	1
1730247	HOC Industries, Inc.	1
1730252	SONACA NMF America, Inc.	1
1730270	Mulvane Municipal Power Plant	1
1730283	Marble Products	1
1730284	Kice Industries – North Facility	1

4.

B Sources

1730053	Abengoa Bioenergy	1
1730087	Treatco	1
1730123	B & B Electric Motor	1
1730194	River City Plating	1
1730219	Chance Coach	1

5.

B MACT Sources

1730295	ST. Joseph Cleaners	1
1730298	Courtesy Cleaners	1
1730299	Discount Cleaners	1
1730300	Royal Cleaners	1
1730301	Elite Cleaners	1
1730302	Jim Morgan Dry Cleaners	1
1730303	Freedom Cleaners	1
1730304	Less Dry Cleaners	1
1730305	Less Dry Cleaners	1
1730306	College Hill Cleaners	1
1730308	Pleasant Valley Cleaners	1

6.

Complaint Inspections

10

C. Quarterly Report Requirements

Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

D. Asbestos Inspections - WDES & BAR agree as follows:

1. BAR staff will review written notifications of demolition projects located within Sedgwick County's jurisdiction, and send copies of up to seven (7) of these written notifications, if received by BAR, to WDES staff each month. Notification forms for the demolition projects to be inspected will be mailed or faxed to WDES by the end of the week that BAR approves the notification.
2. WDES staff will perform up to 75 on-site inspections of notified demolition projects, landfills, and complaint investigation during FY 2009 (including one (1) inspection annually at each landfill in the county permitted for the disposal of friable asbestos containing materials). BAR will strive to ensure that WDES has enough opportunities to conduct at least 75 inspections.
3. WDES will conduct notified demolition inspections within 10 business days of the receipt of the notification from BAR.
4. WDES is responsible for responding to complaints they receive regarding demolition activities in the county and may charge cost to Program Maintenance. On occasion, BAR will refer complaints to WDES for appropriate response, which, will be part of the 75 on-site inspections under the contract.
5. WDES will contact complainants by telephone within 2 business days (depending on urgency) of complaint to obtain additional information. If the complaint is not resolved by telephone, on-site investigations will be conducted as soon as practical and within two business days of responding by telephone of the complaint.
6. WDES will document inspection results on appropriate inspection forms provided by BAR and delivered or mailed to BAR within seven days of the completion of the inspection.
7. WDES will notify BAR of violations of the regulations observed and documented during inspections, as soon as practical, and within 24 hours of the inspection. Violations may be documented with the collection of bulk samples of suspect ACBM and photographic evidence of violations. Bulk samples shall be properly transferred, using a chain-of-custody lab analysis form, to an accredited laboratory for analysis of asbestos content. Any collected photographic evidence shall be mounted to a photographic mounting page, with brief narrative and provided to BAR.
8. WDES will report to BAR as soon as practical, but within two business days, any unreported friable asbestos containing building materials observed during an inspection that is not listed on the notification. BAR will determine further action in regard to the friable ACBM. WDES may be requested to assist BAR in the documenting of the friable ACBM.
9. A site is considered to be multiple facilities within one structure that are located at one site. This is considered one inspection.
10. If a site contains multiple structures, only those structures which the KDHE provides notifications to WDES should be inspected for payment.

11. For multiple locations, BAR has contracted for up to 75 on-site inspections. BAR reserves the right to determine which sites are to be inspected for payment. If WDES wishes to inspect more, this cost is expected to come from the Program Maintenance.
12. At the end of the 4th Quarter, final contract payment will be reduced by \$200.00 for every inspection not completed. If complaints or referrals for asbestos inspections are not made by KDHE – No penalties will be imposed.

E. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

III. Planning Activities

A. WDES & BAR agrees as follows:

- WDES will continue the Wichita Air Quality Task Force planning process.
- WDES will implement a Public Education and Awareness Plan and the list of strategies from the Public Education & Awareness plan and will take the lead in implementing private and public sector emission reduction strategies through the Wichita Air Quality Task Force and report implementation progress. Priorities for implementation for FY 2009 shall be determined by WDES with guidance from the Task Force.
- In conjunction with Air Quality Emission Reduction Strategies, the Air Quality Task Force identifies measures they can undertake to reduce air emissions.
- WDES will develop a list of activities that the City of Wichita could be initiated to reduce air emissions from City operations with input from other City departments. The list will be provided to all City departments and WDES will coordinate with the other departments to implement some or all of the activities identified. Reducing energy consumption from city operations will help reduce air pollution and other emissions.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

IV. Emission Reduction Strategies

A. WDES & BAR agrees as follows:

- WDES will provide leadership in the Wichita area for EPA's Blue Skyways Collaborative (I-35 corridor project) and establish a goal for recruiting new partners, initiating mobile air pollutant reduction strategies and coordinating these activities through the KDHE and EPA contacts.
- WDES will take the lead along with the KSU Small Business Environmental Assistance Program (SBEAP) in conducting a workshop focused on emissions reduction from mobile sources.
- WDES will work toward the development of an idling reduction policy for the City of Wichita vehicle fleet and will work with other City departments to implement any approved policy during FY 2009.
- WDES will contact four outlying public school districts in Sedgwick County to encourage them to commit to school bus idle reduction strategies similar to those that were recently implemented by Wichita Public Schools (USD 259).

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

V. Public Education, Outreach Activities and Indoor Air Quality

A. WDES & BAR agree as follows:

- The WDES will continue to implement its Public Education and Awareness Plan and coordinate with BAR (and SN, WY and JO) in early fall to begin the planning process for implementation of coordinated Air Quality Awareness Week activities occurring in May of 2009. WDES will then carry out the selected activities in Sedgwick County.
- The WDES will work with BAR to provide outreach to inform government, commercial and industrial sources about opportunities to join the State of Kansas as a member of the Climate Registry.
- The WDES will continue to implement a local distribution strategy for air quality related educational materials and brochures including maintenance of AQ information on the City web site and encouraging the County to include the same information on its web site.
- The WDES will give presentations on air quality at educational events.
- WDES will continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows. These educational spots will promote seasonal themes such as ozone and carbon monoxide awareness. Channel 7 provides information 24 hours a day, seven days a

week, so these air quality educational materials will be presented to the public via Channel 7 for approximately 4400 minutes per year.

- WDES will conduct a minimum of five voluntary vehicle emissions testing events during FY09 ozone season. These events will be publicized through news media and other venues to encourage citizen participation. Vehicles tested in the events will be checked for tailpipe emissions and leaking gas caps. Vehicle owners will be given a copy of the testing results and will be provided with educational information that explains how they can help reduce air pollution in the urban area.
- The WDES will continue to provide lawn and garden information where appropriate.
- WDES will provide support for SBEAP's air quality related activities in Wichita as requested by the KDHE and SBEAP's local office.
- WDES will implement a regional Air Quality awards program for business and the community sector to recognize air pollution reduction efforts.

B. WDES and BAR agree that WDES will provide information and technical assistance about indoor air quality issues through educational events, presentations, distribution of educational materials, and other responses to requests for information.

- WDES will provide indoor air quality telephone consultation services, track number and nature of calls per month and submit report to BAR.
- WDES will meet with BAR indoor air quality program coordinator as necessary to coordinate events and exchange updated information and publications on a quarterly basis.

C. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

VI. Ambient Air Monitoring

A. Requirements

1. WDES will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,

- Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator's Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
 3. WDES agrees to provide monitoring field support to BAR in responding to natural disasters or other emergent situations. This field support can only be provided with the concurrence of the Wichita City Manager. BAR agrees that the request for assistance will include an explanation of the duties that BAR would like WDES to assist with and an approximation of the length of time the assistance would be required. If WDES is unable to meet other contractual obligations due to providing this field monitoring support, BAR agrees to renegotiate those provisions.
 4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

B. General

1. Operation: WDES will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDES will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BAR field staff. Notify BAR by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.
3. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

C. Particulate Matter/PM₁₀

1. WDES will retrieve/change PM₁₀ filter elements on schedule. Submit PM₁₀ filters to BAR within 10 working days of the end of the month.
2. WDES will biannually inspect PM₁₀ motors and change brushes (change motors as needed). Perform PM₁₀ calibrations and maintenance.
3. WDES will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

D. Continuous PM₁₀

1. WDES will perform biweekly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDES will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small “doghouse” shelters, check air conditioning unit every six months.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

E. PM_{2.5} FRMs

1. WDES will retrieve/change, prepare, and ship PM_{2.5} filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
2. WDES will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

F. PM_{2.5} Speciation

1. WDES will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
2. WDES will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

G. Continuous Gaseous Monitors

1. WDES will perform weekly maintenance. WDES will check monitor reading vs. data logger reading quarterly or when coming back on line after downtime and report by the KDHE by voice telephone.
2. WDES will assist BAR field staff in biannual calibrations. Perform NPAP audits as necessary.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

H. Review and Submission of Data

1. WDES will transmit PM_{2.5} sampler data to BAR prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
2. WDES will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM₁₀ and Sequential PM_{2.5}).
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

I. Sumner County (Peck Community Center) PM_{2.5}

1. WDES will operate and maintain the existing PM_{2.5} sampler at the Peck Community Center in Sumner County in the manner described above.
2. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

J. Payment Schedule

1. WDES will provide quarterly updates on the progress of the Ambient Air Monitoring activities.
2. Schedule

Monitoring	Number
NO _x	1
CO, O ₃ , SO ₂	4
PM ₁₀	1
cPM ₁₀	4
PM _{2.5} – Regular	3
PM _{2.5} – Colo	1
Speciation 1/6	1
Peck PM _{2.5} – Regular	1
Total	16

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

VII. Local Priorities

- A. Local Priority funding may be used to carry out air quality related tasks that are consistent with the KDHE goals. This may include performing more of an activity that is in the agreement, such as complaint investigations, activities related to air emissions and pollution or outreach activities. It also could include performing other related tasks that the local agency believes are important to meet local goals.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

VIII. Program Maintenance

- A. WDES & BAR agree that Program Maintenance are to support activities related to the assistance of the state air program: 1) not specifically covered by the activity specific allocations, including training, reporting, and other functions necessary to carry out the asbestos compliance, air compliance and enforcement, public education, planning, and other elements of the air program, 2) additions to specifically identified allocations that may be assigned by the KDHE other than indirect costs, including 3) complaint inspections and 4) compliance assistance.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

IX. Indirect Costs

- A. WDES & BAR agree to an indirect cost associated with this contract of 14.4 % of the total contract activities.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/08)	2nd Quarter (1/01 – 3/31/09)	3rd Quarter (4/01 – 6/30/09)	4th Quarter (7/01 – 9/30/09)

- X. The KDHE requires quarterly participation in meetings and conference calls to discuss issues that are related to the past and upcoming events with updates on the activities of each contract. *Scheduled Dates are:*

November 19, 2008 - Conference Call at 1:30 pm (KDHE staff – Wheat Room)

February 19, 2009 - Meeting at KDHE, Flint Hills Room, 3rd Floor 1:00 pm

May 13, 2009 - Conference Call at 1:30 pm (KDHE staff – Wheat Room)

August 18, 2009 - Meeting in Wichita in conjunction with the KDHE Environmental Conference – Time TDB.

Appendix B

Subject:

Grant Administration – Procurement Requirements
Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Vendor
Debarment

Purpose:

To assist local government grantees in complying with Title 40 of the Code of Federal Regulations (CFR), Part 31 and 32 requirements for product or service procurement.

Narrative:

The KDHE fully supports and requires compliance with all Federal and State legislation requiring fair and open competition for product or service procurement. As a requirement for continued grant funding all grantees agree to adhere to and abide by the regulations that pertain to this matter. This appendix is intended to be a resource to grantees so that they may easily locate the information and instructions they may need to comply with this regulation.

NOTE: The following information is provided as a resource only and is in no way represented to be complete. Use of local or regional databases available from chambers of commerce or business alliances is strongly encouraged.

- EPA Form 5700/52A (5/96) with instructions – Attached.
<http://www.epa.gov/ogd/forms/forms.htm>
- EPA Laws & Regulations – Online:
<http://www.epa.gov/epahome/lawregs.htm>
- Online database resources for identifying MBE/WBE:

Kansas Department of Commerce:

http://kdoch.state.ks.us/public/tools/databases/mwbusiness/mb_search.jsp

Minority Business Development Agency – “Phoenix Database Online”:

<http://www.mbda.gov/>

- Excluded Parties List System at <http://epls.arnet.gov>

Supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

APPENDIX C
CONFIDENTIALITY AGREEMENT BETWEEN KANSAS DEPARTMENT OF
HEALTH AND ENVIRONMENT AND CITY OF WICHITA, DEPARTMENT OF
ENVIRONMENTAL SERVICES

The Kansas Department of Health and Environment (“KDHE”) is engaged in a contract for services with the City of Wichita, Department of Environmental Health (“WDES”).

The KDHE believes that information that may be exchanged during the contract period to which this Confidentiality Agreement pertains should not be subject to public disclosure. Some records or information are compiled for enforcement purposes, the production of which could reasonably be expected to interfere with the KDHE enforcement proceedings.

The KDHE and WDES agree that maintaining the confidentiality of all information documents will facilitate frank and productive discussion and the free exchange of information, necessary for the successful completion of said contract.

The KDHE and WDES have a common interest in maintaining air quality standards, and wish to work together to protect their common interest by communicating in confidence about claims, evidence, settlement strategies or any other subjects pertaining to the performance of and completion of the contract.

The KDHE and WDES (Parties) hereby agree as follows:

1. Confidentiality. Except as expressly provided herein, all discussions among and between the Parties, as well as all non-public documents prepared for or used during the term of this contract (collectively, “Contract Information”), shall be kept confidential and not disclosed to third persons. Contract Information includes: (a) any oral or written communications; (b) technical or financial information; (c) draft documents; (d) standardized forms or memorandum and (e) any other document or oral communication pertaining to the Parties’ and performance of the contract, whether disclosed prior to or subsequent to the date of this Confidential Agreement.

2. Non-Waiver. By exchanging documents and communications with another party or parties, the Parties do not waive any privilege, immunity, or other basis for confidentiality that otherwise applies to these documents and communications, and such exchange will not render discoverable documents or information that is otherwise confidential, privileged, inadmissible or non-discoverable. The fact that a party references, discusses, or produces documents or information will not render otherwise discoverable documents or information confidential, privileged, non-discoverable or inadmissible.

3. Compelled Disclosure. Nothing in this Confidentiality Agreement shall be construed to prejudice or limit the right of any Party to disclose documents if compelled to do so by state law or under any applicable state or federal public information disclosure law provided, however, that the Party required to disclose any Contract Information shall identify it as confidential, and if disclosed to a court, shall submit it under seal. Nothing in this Confidentiality Agreement shall be construed to preclude the Parties from using otherwise discoverable Contract Information in any future litigation.

4. Inadvertent Disclosure. Any disclosure by a Party that is inconsistent with this Confidentiality Agreement, whether such disclosure may have occurred prior to or following the execution of this Confidentiality Agreement, shall not waive the confidentiality of such documents or communications.

5. Subsequent Actions. Nothing in this Agreement shall prejudice or limit the right of the KDHE to take any action pursuant to any other statute or rule, both federal and state, to enforce the laws of the State to protect the public health, safety, or welfare of the environment.

6. Applicability. The requirements of this Confidentiality Agreement apply to the Parties and their affiliates, and their officers, directors, and employees, and any attorneys or consultants in possession of documents or information pertaining to the contract.

7. Termination. Any Party may terminate its participation in this Confidentiality Agreement by providing thirty days prior written notice to the other parties. However, the provisions of this agreement, including the confidentiality requirements of paragraph 1, shall survive termination of this Confidentiality Agreement and continue to apply to all documents and communications exchanged prior to or during the pendency of this Confidentiality Agreement. The termination of this Confidentiality Agreement shall be construed as termination of the contract to which it is attached and all payments for services will cease concurrent with the date of termination.

8. Modification of Agreement. All provisions of this Agreement may be modified by unanimous written consent of the Parties.

APPENDIX D

Bureau of Air and Radiation - Code of Ethics

I. Respect the Constitution and the Law

Respect, support, and understand our State constitution and laws that define responsibilities of the KDHE. BAR employees are committed to:

1. Understand and apply laws and regulations relevant to their professional role.
2. Work to improve and change laws and policies that are counterproductive or obsolete.
3. Eliminate unlawful discrimination.
4. Prevent all forms of mismanagement of public funds.
5. Respect and protect privileged information.
6. Protect the rights of public employees.
7. Uphold constitutional principles in protecting citizens' rights.

II. Serve the Public Interest

Serve the public, beyond serving oneself. BAR employees are committed to:

1. Recognize and support the public's right to know the public's business.
2. Assist citizens in their dealings with government.
3. Respond to the public in ways that are complete, clear, and easy to understand.
4. Involve citizens in policy decision-making.
5. Exercise discretionary authority to promote the public interest.
6. Oppose all forms of discrimination and harassment.
7. Exercise compassion, benevolence, fairness, and optimism.

III. Demonstrate Personal Integrity

Demonstrate the highest standards in all activities to inspire public confidence and trust in BAR. BAR employees are committed to:

1. Maintain truthfulness and honesty.
2. Ensure that others receive credit for their work and contributions.
3. Guard against conflict of interest or its appearance.
4. Respect superiors, subordinates, colleagues and the public.
5. Take responsibility for your errors.
6. Conduct official acts without partisanship.

IV. Promote BAR Ethics

Strengthen organizational capabilities to apply ethics, efficiency, and effectiveness in serving the public. BAR employees are committed to:

1. Maintaining organizational capacity for open communication, creativity, and dedication.
2. Subordinate institutional loyalties to the public good.
3. Maintaining procedures that promote ethical behavior.
4. Providing employees with a means of due process.
5. Maintaining procedures that protect against arbitrary and capricious actions.
6. Maintaining individual and agency accountability.
7. Understanding that this Code of Ethics is a guiding document.

V. Strive for Professional Excellence

Strengthen your individual capabilities and encourage the professional development of others. BAR employees are committed to:

1. Provide support and encouragement to upgrade competence.
2. Accept the responsibility to keep up to date on emerging issues that affect our bureau.
3. Encourage participation in professional activities and associations.
4. Through example and job function, become a bridge between classroom studies and the realities of public service.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement, at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract; except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that actually incurred under the Kansas Tort Claims Act (K.S.A. 75-8101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1531 and K.S.A. 44-1118; (d) to include these provisions in every subcontract and purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration or the payment of damages or penalties upon the occurrence of a contracting agency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-8101 et seq.), the vendor or lessor shall be at the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but, prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



A. **May 21, 2006**

Vick Cooper
Kansas Department of Health and Environment
Bureau of Air and Radiation
1000 SW Jackson, Suite 310
Topeka, Kansas 66612-1366

RE: EPA, Section 105 Local Match for FY 2009

Dear Mr. Cooper:

Attached is an explanation of our local match and what Air Quality Program related activities it supports including what we use to meet EPA's requirements and how we came to these numbers. This is what I provided several years ago when our City Finance Dept asked about the match and how it works. With some modifications for increases and decreases in EPA, Section 105 funding, this is the basis of what and how we have been doing this since 1971.

The local match is for our EPA, Section 105 grant. EPA requires a 40% local match. The way they figure this is that they supply 60% of the total grant and the local agency supplies the other 40%. This year, the EPA grant amount is \$90,564.00. This amount represents 60% of the total EPA, Section 105 grant for our agency. Our local match is \$60,376.00, which is the other 40% of the grant. For Fiscal Year 2009, the total grant including EPA funding and our local match equals \$150,940.00.

Please see the attached explanation which details the various items used and the cost basis for each. Thank you for your continued support of our local air quality program. If you have questions or need more information, call me at 316-268-8353. My email address is JStark@wichita.gov.

Sincerely,

John H. Stark, R.S.
Air Quality Program Supervisor

C: Bill Hoffmann
Lisa Hilyard
AQ File

EPA Local Match 2009 letter.doc

APPENDIX F

Explanation of EPA, Section 105 grant local match for Wichita Dept of Environmental Services

The local match can be in the form of:

- office and other building spaces used to support the air program,
- utilities, maintenance, and other upkeep services,
- motor pool charges, data center charges, and other support activities,
- any other services that directly support the local air quality program.

Here is the breakdown of what we are using to cover this:

- Property leases/rentals - this is for the spaces we are using for siting our air monitors at various locations around the City plus the office space we use at the Health Department. The numbers used here came from the City's Property Management Director, John Philbrick, who calculated how much the various spaces we use would rent for on a per square foot basis per year. See attached emails (pages 2 & 3) from 2001 for square footage and cost for each space we use. This comes to a total of \$17,672.00 per calendar year.
- Environmental Health Dept spaces used by Air Quality - based on John Philbrick's (2001) appraisal and the percentage (square footage) of the building that Air Quality uses, the cost per year is \$7,500.
- Utilities - we have estimated that electricity, water, and gas used for the Air Quality Program at all the sites that we use are approximately \$5,000 per year. We do not use phone line charges or any other services that are directly paid by the grants as part of our match.
- Maintenance and custodian services - Several years ago, we took the total area (square footage) of the Health Dept and divided out the Air Program space to determine a percentage of the building that Air Quality occupies. We then took the total maintenance and custodial services charges for the year and determined what the cost was to service the Air Program spaces. Bill Farney, who is now with the County Health Dept, did those calculations for us. The cost that he provided to us was \$5,125 per year for maintenance and janitorial.
- Data Center charges - this comes to \$9,320.00 per year.
- Motor Pool charges - this comes to \$11,940.00 per year.
- City self-insurance - this was also calculated by Bill Farney several years ago, and he estimated that Air Quality's cost per year for City self-insurance is \$10,000.

When you total all of these up, it comes to \$66,557.00 per year. Our required match amount is \$60,376.00. These local funds are used as our match to support the monitoring, inspections, public education, planning and other activities detailed in the contract.

In addition to the above, we have the following support activities that we do not directly track or claim for our match:

- Salaries of department management and support staff and City staff from other departments who support our local Air Quality Program. We were told by the KDHE in 1998 that if we claim these non-program staff members as part of our match, all of them would have to start filling out the detailed biweekly timesheets that the four of us in the Air Quality Program are required to fill out. So we don't claim them in our match. Our best estimate of non-grant staff time costs would be about \$45,000.00 per year.
- The Air Quality Program also has a public education/outreach message that runs on City Cable channel 7 all year long. The spot is about 30 seconds long, and runs about once per hour. Although the message changes seasonally, an air quality related message is presented there 365 days a year. This adds up to approximately 4400 minutes of television advertising annually that the City of Wichita provides for us at no direct cost to the Air Quality Program. A conservative estimate of value is over \$20,000.00 annually.
- "Real-time" air quality data from our various monitoring sites is available to the public via the City's web site. The URL address is: www.wichita.gov/airquality/airquality_detail.asp. Additionally, the City also maintains a series of web pages at no cost to us that support our Air Quality Program activities. The URL address for this is: www.wichita.gov/CityOffices/Environmental/AirQuality/ Estimated value is in excess of \$10,000.00 per year.

Details of costs basis for office spaces used by Air Quality Program

-----Original Message-----

From: Stark, John
Sent: Thursday, February 15, 2001 11:37 AM
To: 'Bill Farney'
Cc: Brown, Jack; Stickel, Maureen
Subject: RE: Costs/square ft for office space
Sensitivity: Private

All calculations based on annual cost. Refer to March 18, 1998 memo to you for square footage of space used. Costs per square foot are based on John Philbrick's email to me which you have.

100 N Main St	\$588
500 S Topeka	294
200 E 53rd N	1190
Geo Wash/Skiner	4000
Pawnee/Glenn	3600
13th/St Paul	3000
Coleman (N Hydr.)	5000

Total	\$17,672

> -----Original Message-----

> From: Philbrick, John
> Sent: Thursday, February 08, 2001 4:29 PM
> To: Stark, John
> Subject: RE: Costs/square ft for office space
> Sensitivity: Private

>

> Guess on rates is about \$3.00/sf for 100 N. Main, \$7.00 per sf for 500 S. Topeka and 200 E. 53rd, \$1.00 per sf for outside ground space at 3600 N. Hydraulic. Roof space is a tough call. Our wireless leases work out to about \$30/sf. You are not as intensive or intrusive so would use something in the \$15-\$20 per sf range.

>

> -----Original Message-----

> From: Stark, John
> Sent: Wednesday, February 07, 2001 12:29 PM
> To: Philbrick, John
> Subject: Costs/square ft for office space
> Sensitivity: Private

>

> As per our phone conversation, here are the outlying locations where our Air Quality Section operates air monitoring equipment:

>

> 100 N Main St (basement room)
> 500 S Topeka
> 200 E 53rd St N
> 1845 George Washington Blvd
> 1903 W Pawnee
> 2828 W 13th
> 3600 N Hydraulic (concrete outdoor patio and deck space above it)

>

> As part of our agreements on use of these facilities, utilities, maintenance, insurance, security, and other incidentals are paid by the building owners, not by the Air Quality grants that fund these operations.

> Thanks for your help in determining cost per square foot rentals for these locations.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Grant Application – Mental Health Court

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the grant award.

Background: The Bureau of Justice Assistance sought joint grant applications from eligible applicants seeking to plan and implement an adult collaboration program for individuals with mental illness who come into contact with the criminal justice system. The City of Wichita Municipal Court, Law Department and COMCARE of Sedgwick County submitted an application totaling \$238,428 to develop a strategic plan and implement a City of Wichita Mental Health Court.

The City of Wichita Municipal Court proposed the Wichita/Sedgwick County Justice Collaborative Alternative Treatments and Interventions for Consumers (ATIC). ATIC will address the mental health issues of citizens in the criminal justice system. The purpose of ATIC is to identify arrestees with mental illness pre- and post-booking that would benefit from alternatives to typical incarceration or court sanctions. ATIC will utilize two programs to work with persons with mental illness from the criminal justice system: a pre-booking alternative program to include Crisis Intervention Team (CIT) training and a Mental Health Court (MHC). Through CIT training, law enforcement officers will be cross-trained in mental health services, crisis de-escalation techniques and to make appropriate referrals for services at COMCARE or other agencies.

Analysis: The Bureau of Justice Statistics on Mental Health Problems of Prison and Jail Inmates indicate that over half of those incarcerated in jails across the country have a mental health problem. Local studies support the finding that individuals with mental illness represent a higher percentage when compared to the general population. The aforementioned studies reflect the opinion of the City of Wichita Municipal Court that many of those who show up repeatedly on the dockets are those offenders with mental health issues whose treatment needs are not adequately addressed. A Mental Health Court will address these issues by providing participants the opportunity to receive community-based, outpatient treatment and services 24 hours per day through COMCARE, while providing a highly structured environment with frequent court review hearings to monitor treatment.

Financial Considerations: The proposed grant application totals \$340,963 the federal share of the grant is \$238,428. The grant will pay salary, equipment costs, training for a two-year period and site visits to other mental health courts. In-kind funding of \$102,535 will provide the City's match for this grant.

Goal Impact: The implementation of a mental health court addresses the Safe and Secure Community goal by providing treatment to offenders with mental illness; addressing social support needs, reducing recidivism for the mentally ill offender population, helping reduce incarcerations and court overcrowding.

Legal Considerations: None.

Recommendations: It is recommended that the City Council approve the grant award and authorize the Mayor to sign.



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 10, 2008

The Honorable Carl Brewer
City of Wichita
455 North Main Street
Wichita, KS 67202

Dear Mayor Brewer:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 08 Justice and Mental Health Collaboration Program in the amount of \$238,428 for City of Wichita.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Jeffrey L. Sedgwick", is positioned above the typed name.

Jeffrey L. Sedgwick
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 10, 2008

The Honorable Carl Brewer
City of Wichita
455 North Main Street
Wichita, KS 67202

Dear Mayor Brewer:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 10, 2008

The Honorable Carl Brewer
City of Wichita
455 North Main Street
Wichita, KS 67202

Reference Grant Number: 2008-MO-BX-0022

Dear Mayor Brewer:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$223,002
Fringe Benefits	\$39,908
Travel	\$22,923
Equipment	\$10,472
Supplies	\$30,000
Construction	\$0
Contractual	\$0
Other	\$8,700
Total Direct Cost	\$335,005
Indirect Cost	\$10,439
Total Project Cost	\$345,444
Federal Funds Approved:	\$238,428
Non-Federal Share:	\$107,016
Program Income:	\$0

Match is required at 20% in year 1 and 2 and 40% in year 3. The applicant exceeded the required match amount by \$42,838. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

The applicant is a local government unit and is not required to submit an indirect cost proposal. The applicant must retain the cost allocation plans on file for audit purposes.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill-Franklin, Program Manager at (202) 514-0712
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 2

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Wichita 455 North Main Street Wichita, KS 67202		4. AWARD NUMBER: 2008-MO-BX-0022	
		5. PROJECT PERIOD: FROM 09/01/2008 TO 08/31/2011 BUDGET PERIOD: FROM 09/01/2008 TO 08/31/2011	
		6. AWARD DATE 09/10/2008	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 486000654	8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Wichita/Sedgwick County Justice Collaborative: Alternative Treatments and Interventions for Consumers (ATIC)		10. AMOUNT OF THIS AWARD \$ 238,428	
		11. TOTAL AWARD \$ 238,428	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY08(BJA - JMHCP) 42 USC 3797aa			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Jeffrey L. Sedgwick Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Carl Brewer Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B MO 80 00 00 238428		21. HMOUGT0024	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 2

PROJECT NUMBER 2008-MO-BX-0022

AWARD DATE 09/10/2008

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria Berry, Environmental Coordinator

Subject: Categorical Exclusion for City of Wichita

Awards under this program will be used to develop national demonstration, training, and technical assistance programs.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2008-MO-BX-0022

PAGE 1 OF 1

This project is supported under FY08(BJA - JMHCP) 42 USC 3797aa

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

C. Kay Gales
Court Administrator
455 N. Main
Wichita, KS 67202
(316) 268-4523

3a. TITLE OF THE PROGRAM

BJA FY 08 Justice and Mental Health Collaboration

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Wichita/Sedgwick County Justice Collaborative: Alternative Treatments and Interventions for Consumers (ATIC)

5. NAME & ADDRESS OF GRANTEE

City of Wichita
455 North Main Street
Wichita, KS 67202

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 09/01/2008 TO: 08/31/2011

8. BUDGET PERIOD

FROM: 09/01/2008 TO: 08/31/2011

9. AMOUNT OF AWARD

\$ 238,428

10. DATE OF AWARD

09/10/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Justice and Mental Health Collaboration Program (JMHP) seeks to increase public safety through an innovative, cross-system collaborative response for individuals with mental illness who come in contact with the criminal or juvenile justice systems. This program is funded through the Public Law 110-161 (Consolidated Appropriations Act, 2008) and is authorized through Public Law 108-414 (Mentally Ill Offender Treatment and Crime Reduction Act, 2004). The program is designed to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to services for offenders with mental illness. Activities under this initiative will encourage early intervention for "system-involved" individuals with mental illness; provide new and existing mental health courts with various treatment options; maximize diversion opportunities for non-violent offenders with mental illness and co-occurring disorders; promote training for

justice and treatment professionals on criminal justice processes and mental health and substance abuse issues; and facilitate communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners.

The City of Wichita Municipal Court will use the Fiscal Year (FY) 2008 Justice and Mental Health Courts planning and implementation grant funds to execute the Wichita/Sedgwick County Justice Collaborative: Alternative Treatments and Interventions for Consumers (ATIC). The purpose of ATIC is to identify persons with mental illness pre- and post-booking that will benefit from alternatives to typical incarceration or court sanctions. ATIC will utilize two programs to work with mental illness individuals in the criminal justice system: a pre-booking alternative program to include Crisis Intervention Team (CIT) training and the Mental Health Court (MHC). Through CIT training, law enforcement officers will be cross-trained in mental health services, crisis de-escalation techniques, and to make appropriate referrals for services at COMCARE or other agencies. It is anticipated that 5% of all law enforcement officers will be trained during the 36-month grant period. MHC will afford consumers in the system pre- and post-adjudication alternatives. MHC will have the capacity to serve 100 individuals at any given time.

The goals of ATIC are to: reduce recidivism of the mentally ill in the criminal justice system; increase the number of criminal justice personnel trained in or using law enforcement-based diversion strategies (through CIT training); increase the number of court-based diversion programs and alternative jail diversion strategies (through MHC); and, increase the quantity and quality of mental health and other services available to mentally ill offenders.

CANCF

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Mid-Continent Water Reclamation Facility - Budget Adjustment Funding
(District IV)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Amend the Resolution for funding the Mid-Continent Water Reclamation Facility Budget Adjustment.

Background: On July 8, 2008, Agenda Item No. 6, the Mid-Continent Water Reclamation Facility – Budget Adjustment (District IV) was approved by City Council. The City Council voted to increase the budget for Capital Improvement Project S-546 from \$23.5 million to \$33.9 million after design and construction bids exceeded the original budget.

Analysis: The increased budget requires approval by the City Council in order to amend the Resolution and authorize the necessary signatures to fund the budget increase.

Financial Considerations: The project for Mid-Continent Water Reclamation Facility, CIP S-546, will be funded from Sewer Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project will ensure efficient infrastructure by assuring adequate infrastructure now and in the City's future.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that City Council: 1) adopt the amended Resolution; and 2) authorize the necessary signatures.

Attachments: Amended Resolution

RESOLUTION NO. 08-479

A RESOLUTION AMENDING RESOLUTION NO. **05-370** PERTAINING TO THE **MID-CONTINENT SEWAGE TREATMENT PLANT (S-546)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. **05-370** is hereby amended to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **the Mid-Continent Sewage Treatment Plant (S-546)** (called the “Project”). The total costs of the Project are estimated to be **\$33.9M** exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 3 of Resolution No. **05-370** is hereby amended to read as follows:

“SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed be **thirty-three million nine hundred thousand dollars (\$33,900,000) in 2008** exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 3 of Resolution **05-370** is hereby rescinded.

Adopted at Wichita, Kansas, October 7, 2008

(Seal)

CARL BREWER, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on October 10, 2008.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$33,900,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 08-479, duly adopted October 7, 2008, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **the Mid-Continent Sewage Treatment Plant (S-546)** (called the "Project"). The total costs of the Project are estimated to be **thirty-three million nine hundred thousand dollars (\$33,900,000) in 2008**. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed **\$33,900,000 in 2008**, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 7, 2008.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: In-Patient and Out-Patient Drug Treatment for Drug Court

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Wichita Municipal Drug Court Program, created in 1995, was one of the first 100 established nationwide and was the first established in Kansas. The Drug Court is a deferred judgment program that provides a non-traditional, therapeutic approach to dealing with criminal offenders who are substance abusers. The judge, prosecutor, probation officer and treatment provider work as a team using a non-adversarial approach to encourage and promote substance free behavior. The Wichita Drug Court Program is a minimum of one year. The components of the program include intensive treatment, regular court appearances, random drug testing, education and counseling. The primary mission of the Drug Court is to rehabilitate the participant through intensive drug and alcohol treatment with accountability and responsibility being key components of the overall program. Upon successful completion of all requirements of the Drug Court Program, the defendant's charges are dismissed allowing the defendant the opportunity to avoid a criminal drug conviction. It should be noted that this contract also includes the treatment of those individuals who are on probation and have been assigned to the drug court program.

Analysis: A Request for Proposal (RFP) was developed seeking qualified, licensed contractors to provide in-patient and out-patient treatment services to Municipal Court at the most economical cost to the defendant. There were fifty-three (53) companies notified of the requests for proposals and an advertisement was published in the Wichita Eagle. Comprehensive Community Care of Sedgwick County (ComCare) was the only respondent to the request for proposal. The proposal submitted by ComCare was reviewed and evaluated by the Law Department, the Administrative Judge, Court Administrator and the Probation Office. The Comprehensive Community Care of Sedgwick County (ComCare) proposal met the requirements of the RFP. ComCare has provided in-patient / out-patient treatment services to the Court for the past eight years and has been an integral component in the success of the Drug Court Program. Their service to the Court has been of the highest professional standard.

Financial Considerations: During the last eight years in which ComCare has been the treatment provider, there have been no significant contract increases during this time. However, due to increasing costs associated with the program, the current ComCare proposal does including a modest fee increase. Program costs are passed directly to defendants; the City is only responsible for those treatment costs which defendants are not able to fund. Based on past City expenditure patterns, the amount included in the 2009 Adopted budget will be sufficient to absorb any increase in City costs associated with this contract.

Goal Impact: Utilization of a drug court diversion program addresses the Safe and Secure Community goal by providing treatment to offenders; addressing social support needs, reducing recidivism for the offender population, and helping to alleviate jail and court over-crowding.

Legal considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the contract with Comprehensive Community Care of Sedgwick County (ComCare) and authorize the necessary signatures.

4502-7

CONTRACT
for
IN-PATIENT AND OUTPATIENT TREATMENT SERVICES FOR
DRUG COURT PROGRAM

THIS CONTRACT entered into this September 10th, 2008 by and between CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and SEDGWICK COUNTY, KANSAS, a municipal corporation, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, CITY has sought competitive bids for the provision of In-patient and Out-Patient Services and administration of its drug court diversion program and COUNTY has submitted the bid most beneficial to the CITY and is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** COUNTY shall provide to the CITY and complete all those services specified' in the COUNTY'S Response to Request for Proposal No. FP800009. The COUNTY'S Response to Request for Proposal, as supplemented by Exhibit A, and the Request for Proposal documents in their entirety shall serve as the Scope of Services description for this contract and are attached as Exhibit A, Exhibit B, and Exhibit C incorporated herein by reference.
2. **Acceptance Procedure.** COUNTY shall render the deliverables described in Attachment A under the terms and conditions thereof. CITY may perform site visits to observe COUNTY'S performance in fulfilling this contract, and will receive from COUNTY quarterly reports describing the actions taken and results obtained toward fulfilling the scope of services requirements and the outcome performance measurements stated therein. If CITY believes any of these reports demonstrate a failure to conform to the requirements of the contract, it shall notify COUNTY in writing within thirty (30) days and shall indicate with particularity in what manner the performance as recorded fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed. Prior payments of sums invoiced for services subsequently reported shall not constitute a waiver of any breach of the scope of services requirements.
3. **Compensation.** CITY agrees to accept the services detailed in Exhibit A as the exclusive source for these services during the effective period of this contract and any subsequent renewal. CITY approves and will allow COUNTY to charge the program participants for the services provided at the rates and in the manner described in Exhibit A. CITY further agrees to provide reimbursement to COUNTY of uncollectible charges billed to program participants, after commercially reasonable efforts to secure payment from the participants, insurance, other government sources, guarantors, etc.

have been exhausted. These collection efforts will be handled by COUNTY through a dedicated Fiscal Associate, as detailed in Exhibit A, who will provide monthly reports to City of the status of open accounts. The maximum total reimbursement that CITY will provide COUNTY on all accounts of program participants whose treatment or other services is commence during the term of this contract is \$50,000.00 The parties anticipate that this level of reimbursement will not be approached, given the past practices of the COUNTY as provider, and the addition of the services provided by the Fiscal Associate. The reporting and other administrative services provided under this agreement shall be done without cost to the CITY.

4. **Term.** The term of this contract shall be from September 1, 2008 to August 31, 2009, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by agreement of the parties. This contract is subject to termination for convenience by either party at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other party. COUNTY shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.
5. **Indemnification and Insurance.** COUNTY shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of COUNTY, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the COUNTY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.
6. **Independent Contractor.** The relationship of COUNTY to the CITY will be that of an independent contractor. No employee or agent of the COUNTY shall be considered an employee of the CITY.
7. **Compliance with Laws.** COUNTY shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.
8. **No Assignment.** The services to be provided by COUNTY under this contract are personal and cannot be assigned, sublet, or transferred without specific written consent of the CITY.
9. **Non-Discrimination.** COUNTY shall comply with all applicable requirements of the City of Wichita's Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts of Agreements attached as Exhibit C, which is incorporated herein by reference.
10. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof

any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Savings Clause.** If any provision of this contract is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

CITY OF WICHITA, KANSAS

SEDGWICK COUNTY, KANSAS

Carl Brewer, Mayor

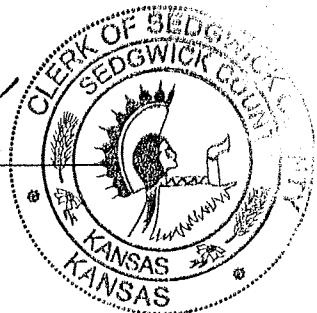
Thomas G. Winters
Thomas G. Winters, Chairman
Board of County Commissioners

Attest:

Attest:

Karen Sublett, City Clerk

Don Brace
Don Brace, County Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gary E. Rebenstorff
Gary E. Rebenstorff, Director of Law

Jennifer Magaña
Jennifer Magaña, Assistant County
Counselor

Exhibit A – SCOPE OF SERVICES

COMCARE of Sedgwick County's Response to RFP No. FP800009

It is mutually agreed by and between CITY and COUNTY that it is the purpose of this contract to specify the outpatient and administrative services provided by COUNTY for the CITY'S drug court diversion program, as submitted in RFP No. FP800009.

**REQUEST FOR PROPOSAL 2008
RFP NO. FP800009**

**IN-PATIENT AND OUT-PATIENT DRUG TREATMENT
For Drug Court**

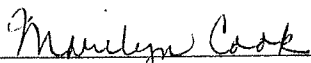
SUBMITTED BY:
COMCARE
ADDICTION TREATMENT SERVICES
February 5, 2008

COMCARE Addiction Treatment Services (ATS) recognizes:

1. The significant number of people returning through the criminal justice system for non-driving alcohol and drug related crimes;
2. The need to effectively intervene in the offender's use of mood-altering substances in order to reduce those numbers, and
3. The importance of maintaining a continuity of treatment providers.
4. The need to intervene in a manner that provides the greatest chance of affecting positive change at the lowest reasonable cost.

We are pleased to submit this proposal to offer outpatient treatment services for the City of Wichita Drug Court.

Attached are one original and nine copies of the proposal.



Marilyn Cook
Executive Director
COMCARE of
Sedgwick County

INTRODUCTION

Addiction Treatment Services (ATS) is a program of Comprehensive Community Care of Sedgwick County (COMCARE). Addiction Treatment Services is the combination of three previous COMCARE programs, Alcoholism Treatment Center, Comprehensive Drug Treatment Center, and Women's Alcoholism Treatment Center (WATS). The ATS program has been in existence, separately and combined since 1972. The program serves primarily the working poor and the indigent providing quality addiction services to a population lacking insurance and financial resources to purchase private care.

According to Substance Abuse and Mental Health Services Administration (SAMHSA) information, the average cost in 2002 for treatment of alcohol or drug abuse in outpatient facilities was estimated \$1,433. It is assumed that the average outpatient treatment costs would be based on an eight to twelve week program. Compare these costs to \$62.50 per day (\$5,625.00 for 90 days) at the Sedgwick County Detention Facility and a national average of \$25,900.00 a year to jail an addict. In addition, the study notes that drug treatment cuts crime up to 80%, that for every dollar invested in drug treatment the nation saves \$7.00 in societal and medical costs, and that long-term drug treatment is as effective as long-term treatment for chronic diseases – both have one year relapse rates of about 50%.

In response to RFP No. FP800009, In-Patient and Out-patient Drug Treatment for Drug Court, ATS welcomes the opportunity to continue to provide outpatient treatment. We propose to provide this treatment in three phases to best meet the needs of the Drug Court population. In developing our current drug treatment program, we looked at several Drug Court models. From this review we developed a model that best reflected our treatment philosophy. We have been providing service to the Drug Court offender population for nine years. Four full-time clinical staff have been assigned to the program. If the census should grow appreciably, Addiction Treatment Services has the ability to add more staff.

We have adopted our treatment philosophy from the guiding philosophy as quoted in the 1996 *Kansas Communities That Care Regional Planning Resource Guide* published by SRS, ADAS.

Alcoholism and other drug addiction is a bio-psycho-social disease that is chronic, progressive, and fatal unless treated. There is no known cure, however, through treatment, remission is possible. Recovery from alcoholism and other drug addiction is a lifetime process with appropriate personal, family and community reinforcement. For successful recovery, seven areas of a person's life that have been impacted by the addiction need to be addressed. These rehabilitation or habilitation issues include: alcohol use, other drug use, employment, family relationships, legal concerns, psychological issues, and health.

It has been our experience that outpatient treatment for criminal justice offenders has the best outcome when certain conditions are in place:

- The first condition is that all components of the justice system and the treatment providers are working together to provide consistent structure and consequences. This

helps guard against the offender manipulating the system, and provides appropriate legal sanctions to motivate offenders to succeed.

- Another condition is the willingness of the justice system and treatment personnel to tailor a highly structured program to the specific needs of the offender. The ability to move the offender forward and backward between the treatment phases reflects the knowledge that it is not unusual for an addict to experience ups and downs during the stages of recovery, and conserves the resources of local legal, court, and detention services.

SPECIFIC SERVICES

ACCESS

Once the offender signs the Drug Court Deferred Judgment Agreement, a COMCARE—Drug Court Liaison will meet with the offender at the court hearing to schedule an appointment for the intake assessment. It is beneficial to have a treatment representative in court the same day that the Deferred Judgment Agreement is signed to answer any treatment related questions that the offender may have.

INTAKE ASSESSMENT

During the intake assessment, the offender will receive a comprehensive psychosocial assessment, including drug and alcohol use history and previous treatment, medical history, legal history, education and vocational history, family background, and mental health problems. At this first session, the offender will be assessed for structured social detoxification or medically supervised detoxification. Should the offender be in need of social or medical detoxification, he or she will be referred for these services according to the terms of the Drug Court Program. It is not unusual for offenders to detoxify on their own either during incarceration or in anticipation of adjudication. Should the offender not be able to achieve abstinence, structured detoxification is also indicated. If the offender is not in need of structured detoxification, he or she will be placed in the appropriate treatment phase. Should the offender need structured detoxification, the intake assessment counselor will make appropriate arrangements with an area detoxification facility.

The intake assessment will guide the treatment planning developed for each offender. After treatment planning, a primary counselor will be assigned to the offender to monitor progress. The offender's treatment and random urinalysis (UA) schedule will be determined at the intake assessment. The program charge and payment arrangements will be explained and the offender will be set up on a plan that will be closely monitored by the treatment center's fiscal associate.

LEVEL I-- OUTPATIENT TREATMENT

Level I treatment is designed to span ten to twelve weeks, dependent on the offender's ability to achieve and maintain abstinence. These counseling sessions are typically carried out in a group setting and are specifically designed to address resistance to the need for treatment often

exhibited in offenders. During this stage of treatment, the philosophy and skills necessary to maintain long-term clean time are introduced.

Traditional substance abuse treatment has been regarded as harsher than techniques widely accepted today. It appears to be more beneficial for the offender to be guided to realize on their own that their substance use has created life problems rather than simply be told by someone else that they are addicted. The next therapeutic step is for the counselor to inspire hope and examine with the offender how their life could improve should they decide to become alcohol/drug free.

The chief modality utilized is group therapy, however individual sessions will be conducted as warranted. Drug Court Clients in Level I Treatment will be seen at the rate of 1-2 times per week (two to six hours per week). This phase is strongly grounded in principles of the pre-contemplative and stabilization stages of change. The treatment approach is non-judgmental and non-adversarial and attempts to increase clients' awareness of the potential problems caused, consequences experienced, and risks faced as a result of the alcohol/drug use. During this phase, the offender will receive a minimum of one random UA per week to determine the ability to maintain abstinence.

Should the offender be unable to maintain abstinence, the need for detoxification as well as inpatient treatment will be continuously assessed. Another important feature of this phase of treatment will be the ability to incarcerate the offender to physically separate them from their drug of choice and provide motivation for maintaining abstinence. Upon completion of the Level I Treatment phase, the treatment goal is for the offender to have a decrease in denial of the addiction and a greater skills set to navigate a long-term recovery program.

At any time during Level I Treatment, appropriate Drug Court personnel will be contacted to collaborate on alternative treatment options should the offender not be reaching established goals. Should it appear alcohol and drug cravings are uncontrollable, ATS will evaluate the appropriateness of a referral to our staff psychiatrist for evaluation to determine the need for pharmaceutical intervention, inpatient, or residential treatment. Regular established communication and reporting to Drug Court would also be performed. Exposure to 12 Step Programs is encouraged. At completion of Level I Treatment Group, the offender could either be referred to Relapse Prevention Group, Continuing Care or Life Skills groups.

In the Level I Treatment Phase, offenders will receive a minimum one UA per week. The offender could receive additional random UA's should the treatment staff become aware they have returned to use, or if there are clinical indications that the offender may be using. Should an offender experience an inability to remain abstinent during Level I Treatment, the Court will be consulted on the need to refer the offender to a higher level of care to achieve abstinence.

In addition to developing skills to maintain abstinence, the offender will be expected to address the social and interpersonal effects of their drug use, such as lack of stable housing, poor eating habits, poor health and hygiene, and the lack of structured daily living. Offenders will have access to a case manager that can assist offenders with educational pursuits, resume writing, job searches, budgeting skills and application process for disability benefits.

LEVEL II--INTENSIVE OUTPATIENT

Level II--Intensive Outpatient (IOP) Group will be utilized for Drug Court offenders who may have traditionally been inpatient candidates, but no longer approved for those services, due to recent changes in available state funding. Intensive Outpatient Group participants will be required to attend group 3-5 days per week (nine to fifteen hours) for a minimum of six to eight weeks.

The curriculum will be strongly based in cognitive-behavioral techniques and will include thinking report assignments. Drug testing will be conducted one time per week. Following completion of Level II Group, clients will either be referred to Level I Group or to weekly Continuing Care sessions.

ATS offers specialty tracks for offenders in Level II Treatment: Women's Issues and Co-Occurring Disorders (Addiction and Mental Health). The Women's Issues track is designed for women who have a chemical dependence diagnosis and issues specifically related to women in recovery. Some of these topics could include but are not limited to: domestic violence, sexual abuse, relationship issues, codependence and parenting issues.

Should an offender have a co-occurring mental health diagnosis in addition to a chemical dependence diagnosis, the offender would attend a group designed to meet the needs of that particular clientele. These groups are formatted to address substance abuse and mental health needs simultaneously. Individual sessions could also be a necessary part of this treatment program. Co-Occurring Disorder clients will be assessed as necessary by our staff psychiatrist for potential medication needs. Medically necessary psychiatric services will be an additional charge to the offender based upon a sliding scale fee.

To determine if a client attends Level I or Level II Group, ASAM (American Society of Addiction Medicine) criteria will be utilized. ASAM criteria consist of evaluating the client on six separate dimensions, including: withdrawal potential, medical conditions, emotional conditions, motivation for treatment, relapse potential and social support available to client.

CONTINUING CARE/LIFE SKILLS

Continuing Care/Life Skills is designed to span sixteen to thirty-six weeks dependent on the offender's ability to address issues that might interfere with abstinence. The treatment staff will have the option of placing an offender in a weekly or bi-monthly Continuing Care Group or a monthly Life Skills Group depending upon the needs of the offender. Offenders will receive random UA's a minimum of two times per month. Offenders with a known history of cocaine and/or amphetamine/methamphetamine use could continue to receive UA's as frequently as once a week.

Should an offender experience a return to use, he or she will be assessed by the counselor to review events that contribute to the return to use, and develop a relapse plan specific to their use and life experiences. The offender will be asked to complete a Relapse Prevention Worksheet

that they will share with counselor and the court staff. Upon return to use, an offender could be returned to a higher level of care for more structure and support.

PROGRAM GRADUATION

Graduation from the program is expected to occur with completion of Continuing Care/Life Skills goals, continued abstinence, and program fees paid in full. This may occur in the twelve-month period or may take longer should an offender fail to remain drug free. When the Drug Court Team assesses the offender to be no longer in need of continued monitoring or support and all commitments have been met, a recommendation for graduation will be made to the court.

DRUG INFORMATION SCHOOL TRACK

During the assessment process if it is determined that the offender does not appear to have a chemical dependency diagnosis, the counselor will place the offender in a one day, eight hour, educational class. This class is designed to educate the offender about the potential risks and consequences of alcohol and drug use. The offender will be placed on a six-month random UA schedule receiving a minimum of two ua's per month. Should an offender receive a positive drug screen, the Drug Court Team will be notified and the offender will be assessed for alternative treatment options. If the offender remains abstinent they will proceed with the recommendation for graduation.

RANDOM URINALYSIS

COMCARE-ATS has implemented a random urinalysis system in which the offender is asked to provide a urine specimen the same day it is requested. Each offender is assigned a code and asked to call a phone recording (660-7552) daily. When the offender calls he or she is instructed on whether or not they are to give a UA that day.

If the offender's code is designated for that day, the offender will be expected to give a specimen during the collection windows, which are structured to give the offender ample opportunity to provide a sample. Currently, the hours of collection are Monday-Thursday 8:00 a.m. to 8:45 p.m. Friday hours are 8:00 a.m. until 7:00 p.m. Saturday and Sunday hours are 9:00 a.m. until 12:00 p.m. Hours of collection are subject to change based on staff availability, however, would not be changed without written notice to the court and Drug Court participants.

When the offender comes to the facility for a drug screen, the offender is asked prior to obtaining the urine sample if they are taking any over-the-counter or prescription medications. If the offender indicates they are taking prescription medications they are expected to provide verification to the UA technician. The sample is collected using chain of custody standards and sent to Via Christi Laboratories for testing.

Each sample is tested for the following five substances: marijuana, cocaine, amphetamines/methamphetamines, opiates, and PCP. Alcohol testing is also conducted on samples collected on weekends and at the discretion of counseling or court staff. The laboratory

also gives specific information pertaining to level of THC, creatinine levels and specific gravity. Confirmation testing is automatically requested on each THC and amphetamine positive received. Confirmation testing for additional drugs is available upon request.

CHARGE OF PROGRAM

The following charges have been assessed:

Total Cost Per Offender (three options based on need):

- | | |
|--|------------|
| • Level II Outpatient, Continuing Care/Life Skills | \$1,800.00 |
| • Level I Outpatient, Continuing Care/Life Skills: | \$1,200.00 |
| • Drug Information School track: | \$ 450.00 |

These costs will cover all treatment sessions and random drug screens received while in the Deferred Judgment Program. Offenders with a positive drug screen will be charged an additional \$20.00 for each positive test that requires confirmation (GCMS) testing performed by the lab. Confirmation testing will automatically be conducted on THC and amphetamine positives, other substances can have additional testing at the client's or court's request. Should the offender remain in the program for over one year, there will be no additional treatment charges, however, they will be responsible for an additional \$15 for every UA they receive to cover costs.

COMCARE-ATS will continue to staff a Fiscal Associate position. This employee will allow the treatment facility to monitor the collection of financial obligations to the program. The duties of the Fiscal Associate will include: working with offenders to develop payment plans, intervene with delinquent accounts, provide monthly statements to the offender and produce monthly reports requested by the court.

Should COMCARE-ATS admit an offender deemed to be indigent, they will negotiate the treatment charges with the City of Wichita. All possible sources of reimbursement will be exhausted before billing the City of Wichita. These sources **include** Medicaid, Medicare, and private insurance. It should be noted that during the three years ATS has had the contract, the billing has never been close to meeting the yearly \$50,000 designated in the City of Wichita Drug Court Fund. ATS has received the following dollar amounts from the City of Wichita: 2005-- \$14,449, 2006--\$ 13,494.50 and 2007--\$20,845. The average reimbursement received from the City of Wichita by the treatment center for the past three years has averaged **under \$ 16,263**. It is mutually understood that collections is the obligation of the treatment center.

ASSESSMENT

During the assessment process, the treatment staff will provide the following services in addition to those described in the Pretreatment section.

- Explanation of court and treatment processes, including the civil option elected by the offender, and the Drug Court restrictions/limitations;
- Explain treatment options for the offender;

- Advise offender that violation of Drug Court restrictions are grounds for immediate return to Drug Court for adjudication;
- Provide written materials to offender regarding the treatment process and the goal of treatment;
- Assign a staff member to each offender to coordinate services;
- Consult with Drug Court Team concerning recommendation to be made by the court on restrictions placed on the offender;
- The Drug Court Team will be notified should the offender fail to attend treatment as required;
- Advise Drug Court Team of the progress or lack thereof while offender is in treatment;
- Continue to assess offender's treatment needs that will best serve the offender and his/her family's needs;
- Provide recommendations to Drug Court as required, regarding establishing the conditions of Deferred Judgment or Probation;
- Provide recommendations to Drug Court regarding offenders availability for Court processes;
- Provide routine written progress reports regarding the offender's treatment as required by Drug Court;
- Provide a written report on the treatment status of each offender at each review hearing throughout the deferred judgment period;
- Attend all Drug Court hearings as well as meet with the Drug Court Team prior to hearing to review cases;
- Conduct a minimum of two random drug screens per month. These tests will be sent to a lab to test for specific gravity levels, as well as, creatinine levels.
- Provide monthly "Treatment Financial Statements" reflecting the beginning balance owed by each offender and all payments made throughout the treatment period to the offender and the Drug Court.
- Addiction Treatment Services has access to the Internet and Microsoft Internet Explorer 5.0 that will allow the web application to be installed.

PROPOSAL REQUIREMENTS

INDEPENDENCE

Comprehensive Community Care of Sedgwick County is independent of the City of Wichita and there is no direct or indirect conflict of interest present.

LICENSE TO PRACTICE IN KANSAS

Addiction Treatment Services is certified by the State of Kansas, Substance Abuse Treatment and Recovery, a Division of Kansas Department of Social and Rehabilitation Services to provide Outpatient Addiction Services: Counseling Treatment, Diagnostic and Referral Service (see attachment). No federal or state deficiencies were noted during the last licensure review by the state or federal regulatory agencies.

QUALIFICATIONS AND EXPERIENCE

COMCARE-Addiction Treatment Services is located in a 10,000 square foot building located at 940 N. Waco. The staff consists of one project manager, one clinical manager, five clerical/support staff, fifteen clinical staff, one part-time psychiatrist, one part-time psychiatry resident, one part-time nurse, two full-time ua technicians and two part-time ua technicians. Four full-time clinical staff, one half-time clerical staff, and one half -time fiscal associate will be assigned to the project.

Clinical Staff assigned to the project have the following certifications:

- Licensed Master Level Psychologist, Licensed Clinical Psychotherapist, AAPS Certified, SAP Certified
- Licensed Master Level Social Worker, AAPS Certified
- Certified Alcoholism and Drug Addiction Counselor II
- Substance Abuse Counselor Assistant, Bachelor of Arts

All staff at the program is Certified through SRS-AAPS to provide addiction counseling at State Licensed Treatment facilities. Addiction Treatment Services has staff well-versed in mental health, as well as, addictions which makes the program unique in the City of Wichita. Access to a psychiatrist for medication evaluation is available. Those offenders receiving psychiatric services will be set up on a sliding fee scale for psychiatric services.

COST DATA

Total Unit Cost – Outpatient per day*

Drug Information

UA Testing (6 months)	\$ 36,000.00 (12 UAs*\$15*200 offenders)	\$ 196.72
Intake and Assessments	\$ 20,000.00 (2hrs*\$50*200 offenders)	\$ 153.85
8 Hour School	\$ 28,000.00 (8hrs*\$17.50*200 offenders)	\$ 215.38

Drug Information Totals	\$ 84,000.00	\$ 565.95
--------------------------------	---------------------	------------------

Level I

UA Testing (1 year)	\$ 90,000.00 (30UAs*\$15*200 offenders)	\$ 246.58
Intake and Assessments	\$ 20,000.00 (2hrs*\$50*200 offenders)	\$ 76.92
Pretreatment 6 hrs; 6 weeks	\$ 21,000.00 (6hrs*\$17.50*200 offenders)	\$ 700.00
Primary 12 hrs; 12 weeks	\$ 42,000.00 (12 hrs*\$17.50*200 offenders)	\$ 700.00
Life Skills 1 hr; 7 months	\$ 24,500.00 (7 hrs*\$17.50*200 offenders)	\$ 161.18

Level I Totals	\$197,500.00	\$ 1,884.68
-----------------------	---------------------	--------------------

Level II

UA Testing (1 year)	\$ 90,000.00 (30UAs*\$15*200 offenders)	\$ 246.58
Intake and Assessments	\$ 20,000.00 (2 hrs*\$50*200 offenders)	\$ 153.85
Pretreatment 6 hrs; 6 weeks	\$ 21,000.00 (6hrs*\$17.50*200 offenders)	\$ 700.00
Primary 24 hrs; 6 months	\$ 84,000.00 (24hrs*\$17.50*200 offenders)	\$ 646.15
Cont. Care 8hrs; 4 months	\$ 28,000.00 (8hrs*\$17.50*200 offenders)	\$ 321.84

Level II Totals	\$243,000.00	\$ 2,068.42
------------------------	---------------------	--------------------

Total All Level	\$524,500.00
------------------------	---------------------

<u>Total Cost Per Participant</u>	<u>Per Month</u>	<u>Per Week</u>
Drug Info \$450.00 (6 months)	\$ 75.00	\$17.31
Level I \$1,200.00 (1 year)	\$100.00	\$23.08
Level II \$1,800.00 (1 year)	\$150.00	\$34.62

*Total Outpatient costs per day are based on completion of the full program, and actual Participation and costs may vary according to individual offender needs.

HISTORICAL DATA

COMCARE-Addiction Treatment Services has been providing alcohol/drug treatment for the City of Wichita Drug Court Program since November of 1998. **For the past nine years, the Drug Court Treatment Liaison has remained the same and one staff member has provided treatment services for seven of those years. This provides stability in the offender's treatment experience.** The Drug Court Program is an important contract to Addiction Treatment Services. The facility has dedicated a full-time Master Level Clinician for a Drug Court Liaison that works very closely with the Drug Court Team. The core members of the Drug Court Team (Judge, Probation, Officer, Prosecutor, Public Defender and Treatment Liaison) have historically had a very good working relationship.

In February 2000, the National Center for State Courts conducted an evaluation of the City of Wichita Treatment-Based Drug Court. The evaluators noted the following as strengths regarding the treatment provider: *commitment by the Court and Drug Court Team to the drug court process, high quality treatment provider who is engaged in the process and treatment continuum available.*

From this evaluation only one treatment related deficiency was noted regarding better randomization and more frequent drug testing. Both of these deficiencies were acknowledged and addressed. ATS implemented a random phone system requiring offenders to take the UA on the same day called. Also the treatment center has increased the frequency in the drug testing procedures.

ATS has been providing outpatient treatment to the community since 1972. When the DUI laws were created to include alcoholism and other drug addiction treatment along with one-year probation as an alternative to incarceration in 1981, the program was utilized by the court system as a referral source. Subsequent revisions in the DUI laws have resulted in legal intervention at an earlier stage of addiction for an increasing number of individuals.

These early interventions have brought offenders to the programs who do not yet believe they have an addiction/substance abuse problem. These offenders are understood to be in the Pre-contemplative Stage of Recovery and require specialized services to assist them in self-assessment of their alcohol and drug use. The goal of the services they receive is to interrupt the psychological denial inherent in addiction in order to move these offenders into the Stabilization Stage of Recovery.

ATS uses an assessment and outcome evaluation tool called the Addiction Severity Index to determine severity of offender problems in six life domains: Medical, Employment/Support, Alcohol/Drug Use, Legal, Family/Social, and Psychiatric. The ASI, a nationally validated outcome measure instrument, is used in treatment planning and as a measurement of change associated with the treatment process.

The Kansas Alcohol or Drug Treatment effectiveness Follow up Study, Longitudinal Treatment Effects Report for 1996 produced by Kansas State University, (Poresky, 1997), reports significant outcomes in four of the seven ASI domains measured (Medical, Employment/Support, Alcohol/Drug use, and Psychiatric) produced by COMCARE Addiction Programs. The study reported on programs whose offender's scores reflect improvement compared to the mean of all offenders in all programs. COMCARE was the **only** facility in the state to produce superior results in more than one domain.

ATS is involved in providing alcohol/drug services for numerous referral sources including: Senate Bill 67, Senate Bill 123, the Sedgwick County District Attorney's Office Drug Diversion Program as well as Substance Abuse Evaluations for the Department of Transportation.

All treatment will be provided at 940 N. Waco. ATS program entrance is located on the north side of the building. Free parking is available on the North and East side of the building. The treatment center is located across the street from a bus pick-up/drop-off. ATS has handicapped parking and wheel-chair accessible entrance with automatic doors. Security is on site to escort offenders to the parking areas in the evenings.

SUMMARY

COMCARE-Addiction Treatment Services appreciates the opportunity to re-bid to provide services for the City of Wichita Drug Court Program. We have thoroughly enjoyed working with the City of Wichita for the past three years of the contract renewal and look forward to the possibility of continuing to provide quality treatment for the Drug Court Program.

In summary, the following points describe the strengths of the Addiction Treatment Services Drug Court Program:

- Immediate enrollment into the program.
- Two Qualified Mental Health Professionals and other appropriate staff as agreed upon with the Drug Court Team. Quality treatment offered by experienced and committed clinicians.
- A continuum of care that recognizes the need for offenders to be moved back and forth between the phases should an offender need additional support in the event of a relapse.
- State of the art random urinalysis collection procedures.
- Commitment to improved financial collections from offenders.

The following summary information was included in letters dated 3/18/08 and 4/23/08, written in response to questions generated by the initial response to the RFP above. Respective of this summary provided for general guideline, the full text of these letters are incorporated into this contract by reference as fully set forth.

CASE MANAGEMENT SERVICES

Level 1, Level 2 and DCCP Offenders will receive non traditional case management services. Offenders referred to the "Drug Information School Track" will not receive this service. Case management will consist of assisting the offender with information on community resources that may help the offender connect with services that impact daily living activities.

For FY 09, COMCARE plans to add a targeted strengths/needs assessment to the case management services already offered. The following is a brief synopsis of the strengths/needs assessment process that will be provided to COMCARE-Addiction Treatment Services participants in the Drug Court Deferred Judgment/Drug Court Probation Programs:

At the time of intake assessment, the staff member will complete a strengths/needs assessment to determine what personal resources that client has (strengths) and what types of additional assistance the client may need. This assessment will examine the following life domains: Home (physical/mental health, financial/economic, housing), Community (social supports), Educational/Vocational and Other (spirituality/hobbies/special interests). If it is determined at intake that the client could benefit from additional services, an individual appointment will be made with the case manager. In these cases the case manager will use the information from the Strengths/Needs Assessment to develop an individualized plan for assisting the client in addressing mutually agreed upon unmet needs. During this initial case management appointment the client and case manager will also agree upon a schedule for regular follow up to ensure the client has the necessary on-going support needed to successfully address the identified needs. Regular follow up with each client in case management services will occur at least once per quarter during the client's course of treatment. COMCARE will continue to refer client's identified as having a significant mental health condition that meets the criteria for Severe and

Persistent Mental Illness, to COMCARE Community Support Services for intensive community based case management services.

Clients not identified during the intake appointment as needing case management services will be provided with a brochure that describes the case management services available and instructs them on how to access that service should their circumstances change and they feel that they could benefit from receiving case management. Clients will be able to schedule directly with the case manager to discuss their desire for services or they will be offered the opportunity to participate in a case management orientation group which will be offered at least once per quarter. This group meeting will last approximately one hour and will be offered in the evening to prevent barriers to client participation due to conflicting work schedules. The group will provide education to clients about case management services. Following the orientation group, clients who believe they could benefit from case management will be offered an individual appointment with the case manager to complete the strengths/needs assessment and develop an individualized plan to meet the client's identified needs and provide on-going support.

Currently, the case manager provides each client with a community resource sheet that is produced by the United Way of the Plains. This resource guide is a quick reference to resources available within the community to meet basic needs. The handout is available in English and Spanish. The guide includes names of community agencies, phone numbers, addresses and hours of operation for local resources to address basic needs. In addition to this quick guide, the case manager often accesses additional resource information by providing the clients with the United Way 2-1-1 of Kansas website (www.211kansas.org) and phone number (211 toll free). This resource bank includes thousands of non-profit and government human services across Kansas including many programs not funded by the United Way. If the client does not have access to a computer or telephone, the case manager assists clients in making contact or researching resources.

In addition to the resource guide described above, the case manager will continue to develop a resource library of agency brochures, applications and instruction sheets which will provide specific information to clients about a variety of resources that may be needed. The case manager currently provides additional written information regarding a variety of community resources providing sufficient detail to allow the client to make application for the needed service. It appears some clients prefer to obtain services on their own and benefit from taking responsibility for themselves, while others may desire or need additional assistance in making the contacts. The case manager takes an active role in facilitating access to services and reducing barriers by making contacts on behalf of clients as needed, assisting clients in completing applications for services, and providing letters of introduction when requested. It is expected that the case manager will continue to be involved in assisting clients in this way and advocating for them when necessary.

The following is a brief summary as to some of the resources currently used by the COMCARE case manager. It is important to note that this is not an all inclusive list. The COMCARE case manager actively seeks new resources as needed to meet the unique circumstances presented by individual clients.

Employment assistance:

The following facilities are referral sources for employment: Wichita Workforce Center, Venture House, various temporary agencies, on-line employment sites, Career Builder, and special employment opportunities for felons. The clients receive verbal and/or written information regarding employment opportunities. The case manager provides clients the option of setting appointments at that time with the assistance of the case manager or clients can chose to follow through themselves.

Educational assistance:

The following facilities are referral sources for education opportunities: KANSEL (GED, computer skills training, ESOL, etc.), Towne East/West high school diploma programs, City of Wichita Family Learning Program-South Campus (GED, ESOL, computer and internet basics), etc. Should clients need information about technical college or traditional college, the case manager could assist with this as well.

Housing assistance:

The following facilities are referral sources for housing: Oxford Houses and other alcohol/drug half-way houses, safe houses, shelters, etc. The case manager has also assisted in obtaining Section 8 housing by helping clients complete the application process and following up with case workers through the approval process.

Medical referral:

The following facilities are currently being utilized as sources for medical/dental assistance: Hunter Health Clinic, Grace Medical, Project Access, the Gift of Sight Program and the Medical Services Bureau.

Assistance in procuring Photo ID:

Clients are provided with information regarding the locations where photo identifications can be obtained and documentation necessary in this process.

Resume Building:

Clients are assisted in writing a resume when requested. The case manager offers to conduct "mock interviews" for clients actively engaged in employment pursuits. If a client has limited or no work history, the case manager will work with the client to find opportunities for skill development and resume building by identifying volunteer opportunities available within the community.

Outpatient Treatment Program Clarification

Level I is a 12-week program meeting 2-6 hours per week.

Level II is a 12-week program meeting 9-12 hours per week. Level II is the most intensive program that ATS has to offer. This specialized level of care is designed to meet the unique substance abuse and mental health needs of the offender while providing services in the least restrictive environment, thus allowing the individual the opportunity to maintain employment and improve work performance as well as maintaining their living situation and improving

relationships. The program's ultimate goal is to reduce the offenders' symptoms and to improve their functioning in social, occupational, and other areas. Services include comprehensive assessment, individualized treatment plan reviewed and updated every 30 days, physician services as needed, toxicology screening, group therapy, psycho education, family education, linkage with community and social support systems. At the conclusion of the 12 week program, the offender will be referred to a continuing care group that meets one time weekly and will stay in this group for 12 weeks, then will move to attending every other week for another 12 weeks finally finishing up by attending a monthly life skills group for the remainder of the course of treatment.

Individual sessions are offered to both Level I and Level II consumers. The use of individual sessions is based upon the clinical needs of the client and is utilized to address issues that may be presenting barriers to the consumer's progress in treatment. For example, an offender may be experiencing an increase in addiction or mental health symptoms despite active participation in treatment and his or her functioning is beginning to deteriorate. The frequency and duration of the sessions will depend upon the functional impairment and response to interventions.

Level I and Level II treatment programs are both options for offenders referred to ATS either through the deferred judgment or post-conviction programs. Offenders participating in either Level I or Level II will be required to attend a budgeting class. This class must be attended within the first 12 weeks of the respective program.

Billing Clarification

COMCARE has billed and will continue to bill a client's insurance if treatment is a covered benefit. All service charges are pro-rated when offenders are moved from one level of care to another or are terminated from the program. A sliding fee scale is not an option for deferred judgment participants or any other treatment program offered in this RFP response. The ATS program manager provides weekly supervision to the program's finance coordinator to ensure that reports are completed accurately and submitted on time. The goal of the weekly supervision is to identify problems early and allow for corrections to be made to ensure that the reports are being provided by the established deadline.

Proposed Program Outcomes for Consideration

It is agreed that COMCARE ATS drug court program staff and representatives of the municipal court program will collaborate on the development of outcomes and that COMCARE will provide quarterly reports on these and any other agreed upon outcomes throughout the course of the contract.

Outcome #1: Offenders that enter into the City Drug Court Program will remain abstinent from mood altering substances during the course of the treatment program.

Indicators: 1.1 - Offenders will be monitored by random urine drug screens.

1.2 – Offenders will be required to complete a self report form before each group session.

Target: 80% of offenders that enter the City Drug Court Program, after the first 30 days from admission, will remain drug free from all mood altering substances not prescribed by a physician during the course of the program.

Outcome #2: Offenders that enter into the City Drug Court Program will not obtain any new legal charges during the course of the program.

Indicators: 2.1- Monitor the Booking Report.

2.2- Communication between the program staff and Probation Officer.

2.3- Offender self report

Target: 80% of the offenders in the City Drug Court Program will not incur any new legal charges during the course of the program.

Outcome #3: Offenders in the City Drug Court Program that are unemployed, will become employed, and remain employed during the course of the program. Offenders not employed, but attending school will be considered as employed.

Indicators: 3.1- Pay check stubs.

3.2- Report cards.

3.3- Self report forms will be monitored.

Target: 80% of the offenders in the City Drug Court Program that are unemployed at the time of admission into the program, will become employed or attending school.

ADDICTION TREATMENT SERVICES
940 N. WACO
WICHITA, KANSAS 67203-2106
(316) 660-7550 * FAX: (316) 383-8241
EMERGENCY: (316) 263-3770



COMCARE

COMPREHENSIVE COMMUNITY CARE OF SEDGWICK COUNTY
OF SEDGWICK COUNTY

www.sedgwickcounty.org/comcare

635 NORTH MAIN WICHITA, KANSAS 67203 TEL: (316) 660-7600 FAX: (316) 383-7925
24-HOUR CRISIS SERVICE: (316) 660-7500

Marilyn L. Cook, LSCSW
Director

March 18, 2008

RE: Request for Proposal FP800009

Attention: Kay Gales, Court Administrator

Dear Ms. Gales

Here is the response to your questions on the proposal FP800009 – Inpatient and outpatient Drug Treatment for Drug Court. Please let me know if you have any more questions in relationship to this RFP. Addiction Treatment Services looks forward to a long working relationship with the City of Wichita.

Richard Moore NCAC I, CADC II, SAP
Project Manager
COMCARE, Addiction Treatment Services

Questions and Response

Question:

It is noted this proposal includes three levels of treatment: Level I, Level II and the Drug Information school track. A case manager was briefly mentioned in Level I but was not mentioned in the other levels of treatment. It would be beneficial if you would create a section entitled "Case Manager" expanding on the case manager's responsibilities including services offered, number of times meeting with the client, etc. Please indicate if this case manager would be utilized in all phases of the treatment levels. Additionally, please clarify if all deferred judgment/DCPP participants will meet with a case manager during intake; or, at the very least, within 60 days of beginning treatment explaining services the case manager will provide.

Response:

Level 1, Level 2 and DCPP Offenders will receive non traditional case management services. Offenders referred to the "Drug Information School Track" will not receive this service. Case management will consist of assisting the offender with information on community resources that may help the offender connect with services that impact daily living activities. During the intake process, if identified that the offender would benefit from the assistance of community resources, a meeting will be set up with the case manager to assist the offender with obtaining the identified assistance. The case manager will offer a case management information group for all Level 1, Level 2 and DCPP offenders within 30 days of admission to explain community resources available. Offenders requesting assistance with accessing community services will be set up with a meeting with the case manager. All offenders identified as not having a high school diploma or GED, or who are unemployed, will have a meeting with the case manager to discuss options for obtaining a GED, and will be provided information on employment opportunities within the community.

Question:

It is noted Level I outpatient treatment sets out the different components of treatment; however, Level II Intensive Outpatient lacks a specific outline. Please list the various components of Level II Intensive Outpatient Treatment.

Response:

Level II treatment is the most intensive program ATS has to offer. This is a 12 to 15 week program that meets nine to twelve hours weekly. This specialized level of care is designed to meet the unique substance abuse and mental health needs of the offender. The program's ultimate goal is to reduce offender's symptoms and to improve their functioning in social, occupational, and other areas. Services include comprehensive assessment, individualized treatment plan, physician services, if needed, toxicology screening, group therapy, psychoeducation, family education, linkage with community and social support systems. Another goal is to provide intensive substance abuse treatment in the least restrictive setting possible. Intensive outpatient treatment allows offenders the opportunity to maintain employment and improve work performance as well as to maintain their living situation and improve relationships. At the end of the 12 to 15 week treatment stay, this offender will be referred to a one time weekly Continuing Care group for 12 weeks, then bi-weekly Continuing Care group for 12 weeks and then a one time a month Life Skills group for the remainder of the course of treatment.

Question:

In the Level I description, "the chief modality utilized is group therapy; however individual sessions will be conducted as warranted". No such statement is provided in Level II -- are individual sessions provided in Level II? Please describe what warrants individual sessions.

Response:

Individual sessions are offered for Level I and Level II treatment. Individual sessions are based on clinical need, and utilized to address issues that may be restricting the offender ability to make progress toward treatment goals. Example of such issues are, despite active participation in treatment, the offender is experiencing an intensification of addiction/mental health symptoms and the individual's

functioning is deteriorating despite the offender's best efforts to make the behavior change's necessary to maintain a drug free lifestyle. Depending on the issue's, the frequency and amount of individual sessions may vary.

Question:

Level II description on page 5 of the response indicates the individual will progress to level I Group or to weekly Continuing Care. However on page 7, "Charge of Program" indicates Level II Outpatient, Continuing Care / Life skills. The descriptions do not correspond, please explain.

Response:

Level I and Level II tracks are 12 to 15 weeks of primary treatment. Once the primary treatment is completed, the offender will be referred to Continuing Care one time weekly for 12 weeks, then bi-weekly for 12 weeks. The last 12 weeks or the remainder of the offender's time will be in Life Skills one time a month.

Question:

Are you requiring an individual to attend budgeting classes? If so, at what phase of treatment are they required to attend these classes?

Response:

All Level I and Level II offenders will attend a budgeting class. The budgeting class must be attended during the first 12 weeks of treatment.

Question:

Page 3 of the RFP refers to the deferred judgment program and the post-conviction program; however, the response to the RFP seems to only include the deferred judgment program. It is unclear from the document submitted as to whether the treatment options are the same or different for these two programs.

Response:

The treatment options are the same for these two programs.

Question:

Please confirm if a participant is moved from one level to another and / or terminated from the program that the charge for services will be pro-rated.

Response:

All service charges are pro-rated when offenders are moved from one level to another, or terminated from the program.

Question:

In addition to filing insurance claims (private and federal), is a "sliding fee scale" an option for deferred judgment participants?

Response:

A sliding fee scale is not an option for deferred judgment participants or any other program that is offered in this proposal. The only time we will utilize the sliding fee scale is for medical provider services. We also do not bill insurance companies if this treatment is a covered benefit.

Question:

It is noted the invoices and submission of "court reports" have not been submitted to the Court in a timely manner. For example, just recently court reports for the past 6 months were submitted. In the

past this matter has been discussed indication these reports and invoices were to be submitted timely. Please provide a plan to correct this situation.

Response:

The Program Manager has established weekly supervisions with the Finance Coordinator to identify problems early, and make corrections before reports are sent out, and to insure that reports are being sent by the deadline.

If notified that reports are not being submitted by the time frame allowed, action will take place immediately to correct the problem.

COMCARE

COMPREHENSIVE COMMUNITY CARE OF SEDGWICK COUNTY

OF SEDGWICK COUNTY

www.sedgwickcounty.org/comcare

635 NORTH MAIN WICHITA, KANSAS 67203 TEL: (316) 660-7600 FAX:
(316) 383-7925

24-HOUR CRISIS SERVICE: (316) 660-7500

Marilyn L. Cook, LSCSW
Director

April 23, 2008

C. Kay Gales
Court Administrator
City of Wichita Municipal Court
455 North Main
Wichita, Kansas 67202-1667

RE: Request for Proposal FP800009

Dear Ms. Gales

Thank you for the opportunity to provide additional clarification on Case Management, Level I and Level II services and the third-party insurance billing, as outlined in our original response.

CASE MANAGEMENT SERVICES

For FY 09 COMCARE plans to add a targeted strengths/needs assessment to the case management services already offered. The following is a brief synopsis of the strengths/needs assessment process that will be provided to COMCARE-Addiction Treatment Services participants in the Drug Court Deferred Judgment/Drug Court Probation Programs:

At the time of intake assessment, the staff member will complete a strengths/needs assessment to determine what personal resources that client has (strengths) and what types of additional assistance the client may need. This assessment will examine the following life domains: Home (physical/mental health, financial/economic, housing), Community (social supports), Educational/Vocational and Other (spirituality/hobbies/special interests). If it is determined at intake that the client could benefit from additional services, an individual appointment will be made with the case manager. In these cases the case manager will use the information from the Strengths/Needs Assessment to develop an individualized plan for assisting the client in addressing mutually agreed upon unmet needs. During this initial case management appointment the client and case manager will also agree upon a schedule for regular follow up to ensure that the client has the necessary on-going support needed to successfully address the identified needs. Regular follow up with each client in case management services will occur at least once per quarter during the client's course of treatment. COMCARE will continue to refer client's identified as having a significant mental health condition that meets the criteria for Severe and Persistent Mental

Illness, to COMCARE Community Support Services for intensive community based case management services.

Clients not identified during the intake appointment as needing case management services will be provided with a brochure that describes the case management services available and instructs them on how to access that service should their circumstances change and they feel that they could benefit from receiving case management. Clients will be able to schedule directly with the case manager to discuss their desire for services or they will be offered the opportunity to participate in a case management orientation group which will be offered at least once per quarter. This group meeting will last approximately one hour and will be offered in the evening to prevent barriers to client participation due to conflicting work schedules. The group will provide education to clients about case management services. Following the orientation group, clients who believe that they could benefit from case management will be offered an individual appointment with the case manager to complete the strengths/needs assessment and develop an individualized plan to meet the client's identified needs and provide on-going support.

Currently, the case manager provides each client with a community resource sheet that is produced by the United Way of the Plains. This resource guide is a quick reference to resources available within the community to meet basic needs. The handout is available in English and Spanish. The guide includes names of community agencies, phone numbers, addresses and hours of operation for local resources to address basic needs. In addition to this quick guide, the case manager often accesses additional resource information by providing the clients with the United Way 2-1-1 of Kansas website (www.211kansas.org) and phone number (211 toll free). This resource bank includes thousands of non-profit and government human services across Kansas including many programs not funded by the United Way. If the client does not have access to a computer or telephone, the case manager assists clients in making contact or researching resources.

In addition to the resource guide described above, the case manager will continue to develop a resource library of agency brochures, applications and instruction sheets which will provide specific information to clients about a variety of resources that may be needed. The case manager currently provides additional written information regarding a variety of community resources providing sufficient detail to allow the client to make application for the needed service. It appears some clients prefer to obtain services on their own and benefit from taking responsibility for themselves, while others may desire or need additional assistance in making the contacts. The case manager takes an active role in facilitating access to services and reducing barriers by making contacts on behalf of clients as needed, assisting clients in completing applications for services, and providing letters of introduction when requested. It is expected that the case manager will continue to be involved in assisting clients in this way and advocating for them when necessary.

The following is a brief summary as to some of the resources currently used by the COMCARE case manager. It is important to note that this is not an all inclusive list. The COMCARE case manager actively seeks new resources as needed to meet the unique circumstances presented by individual clients.

Employment assistance:

The following facilities are referral sources for employment: Wichita Workforce Center, Venture House, various temporary agencies, on-line employment sites, Career Builder, and special employment opportunities for felons. The clients receive verbal and/or written information regarding employment opportunities. The case manager provides clients the option of setting appointments at that time with the assistance of the case manager or clients can chose to follow through themselves.

Educational assistance:

The following facilities are referral sources for education opportunities: KANSEL (GED, computer skills training, ESOL, etc.), Towne East/West GED programs, City of Wichita Family Learning Program-South Campus (GED, ESOL, computer and internet basics), etc. Should clients need information about technical college or traditional college, the case manager could assist with this as well.

Housing assistance:

The following facilities are referral sources for housing: Oxford Houses and other alcohol/drug half-way houses, safe houses, shelters, etc. The case manager has also assisted in obtaining Section 8 housing as well by helping clients complete the application process and following up with case workers through the approval process.

Medical referral:

The following facilities are currently being utilized as sources for medical/dental assistance: Hunter Health Clinic, Grace Medical, Project Access, the Gift of Sight Program and the Medical Services Bureau.

Assistance in procuring Photo ID:

Clients are provided with information regarding the locations where photo identifications can be obtained and documentation necessary in this process.

Resume Building:

Clients are assisted in writing a resume when requested. The case manager offers to conduct "mock interviews" for clients actively engaged in employment pursuits. If a client has limited or no work history, the case manager will work with the client to find opportunities for skill development and resume building by identifying volunteer opportunities available within the community.

LEVEL I AND LEVEL II CLARIFICATION:

In regards to Level I and Level II treatment:

Level I is a 12-week program meeting 2-6 hours per week.

Level II is a 12-week program meeting 9-12 hours per week.

THIRD-PARTY INSURANCE BILLING:

I apologize for the typographic error on the last response. COMCARE has billed and will continue to bill a client's insurance if treatment is a covered benefit.

If I can be of any further assistance to you on this matter, please contact me at 660-7665 or by email at mcook@sedgwick.gov. You can also contact Dee Staudt, Director of Outpatient Services at 660-7680 (e-mail at dstaudt@sedgwick.gov). I will be looking forward to working with you.

Sincerely,

Marilyn L. Cook, LSCSW
Executive Director

Exhibit B

(_____) Published in The Wichita Eagle, Friday, January 11, 2008

REQUEST FOR PROPOSAL NO. – FP800009

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., TUESDAY, FEBRUARY 5, 2008.** **One (1) original and nine (9) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP800009"** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

MUNICIPAL COURT

In-Patient and Out-Patient Drug Treatment for Drug Court

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636.

This information is also available on the City of Wichita Web Site at <http://ep.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Tuesday, February 5, 2008.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 9th day of January, 2008.

Melinda A. Walker
Purchasing Manager

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL

I. INTRODUCTION

The City of Wichita is requesting proposals from qualified corporations which are Kansas ADAS licensed in-patient treatment and outpatient treatment providers to provide such services as needed by the Municipal Neighborhood Drug Court implemented by the City of Wichita. Such services are to be provided in accordance with all applicable local, state, and federal laws, regulations and standards, including applicable ADAS licensure standards and Kansas Administrative Regulations.

There is no expressed or implied obligation for the City of Wichita to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the Request for Proposals should be directed to C. Kay Gales, Court Administrator, at (316) 268-4523.

To be considered, one (1) original and nine (9) copies of the proposal must be received by the Purchasing Manager by 3:00 p.m., Tuesday, February 5, 2008. The City of Wichita reserves the right to make an award on the basis of greatest benefit to the City and not necessarily on the lowest price. The City also reserves the right to accept or reject any or all proposals submitted. Proposals submitted will be evaluated by a Selection Committee.

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and any ideas in a proposal regardless of whether a proposal is selected. Submissions of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposal.

II. TERM OF ENGAGEMENT

The initial term of the contract will be for one year. The contract will contain an option for the City to extend the contract, at its option for four additional one-year terms. There is no assurance, express or implied; the City will exercise this option in whole or

in part. The contract will provide that either party may terminate the contract upon providing a sixty (60) day written notice.

III. SUBCONTRACTING/JOINT VENTURES

Firms are encouraged to consider subcontracting portions of the contract to minority business enterprises and women-owned businesses. Joint ventures between two or more firms are wholly acceptable if it serves the best interests of the City. If this is done, the name of the proposed subcontracting firms must be clearly identified in the proposal. Following award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City. The firm receiving the contract award will be responsible for any work of such subcontractors.

IV. SCOPE OF SERVICES

Drug cases consume enormous criminal justice resources throughout the United States. A large percentage of cases filed in the City of Wichita, Municipal Court are drug related offenses. The City of Wichita handles approximately 3,500 cases involving drug possession or usage each year. These cases include possession of various controlled substances, as well as drug paraphernalia charges. Many of those charged are recidivist offenders, who have previously been convicted and sentenced for drug offenses. The Municipal Court of the City of Wichita recognized the need to break this cycle. As a result, the Wichita Municipal Drug Court was created in 1995. It was one of the first 100 drug courts established nationwide. There are now more than 400 Drug Courts nationwide.

Drug Courts provide a non-traditional, therapeutic approach when sentencing criminal offenders who are substance abusers. In Drug Court, the judge, prosecutor, probation officer, treatment provider and defendant's attorney, work as a team using a non-adversarial approach to encourage and promote substance free behavior. The primary goal of the Drug Court is to rehabilitate the participant through intensive drug and/or alcohol treatment, with accountability and responsibility being key components of the overall program.

Drug Court is a voluntary program available to defendants who meet the eligibility requirements. Defendant participants must enter a plea of guilty to the drug charge in order to begin the drug court program. Defendant participants must complete a minimum one-year program that involves intensive treatment, regular court appearances, urinalysis, education and counseling as well as paying for all treatment and court fees. Participants must have a minimum of 12 consecutive weeks of urinalysis testing that indicates the Defendant participant is substance free, prior to graduation from the drug court program.

Upon successful completion of all requirements of the Drug Court program, deferred judgment defendant participants are allowed to withdraw their plea of guilty, and the charges are dismissed. Successful completion of the deferred judgment Drug Court Program will allow a defendant the opportunity to avoid a criminal drug conviction.

The goal of this Request for Proposal is to implement treatment services in conjunction with intensive Court interaction. The treatment program must be tailored to the needs of each Defendant participant. The effectiveness of the Drug Court Program depends upon immediate access to corrections, detoxification, treatment, and aftercare.

If a Defendant participant fails to follow the mandated treatment and probation plan, the offender will appear before the Judge expeditiously. Immediate, effective treatment, incarceration, prosecution or other services, tailored to the individual is deemed crucial for project success.

The current drug court program is a deferred judgment program and a post-conviction program. The City of Wichita Municipal Court will utilize the drug court program for some offenders that are convicted and placed on probation pursuant to plea of guilty, no contest, or finding of guilt after trial on the merits.

The Court will work closely with the successful bidder. The benefits of this approach are as follows:

- intensive oversight of offenders treatment and counseling by the Court
- reduction in Municipal Court caseload by reducing the number of repeat offenders
- treatment oriented judicial proceedings instead of traditional incarceration and penalties

Specific Services

- A. Provide evaluation, treatment plan, treatment services and follow-up and/or aftercare for offenders referred by the Drug Court. It is anticipated the firm(s) will provide all resources necessary to ensure offenders received needed services. A Liaison must be appointed to work with the Drug Court Team during the duration of the contract. It is expected that the Liaison will meet with the drug court team and attend court appearances on a daily basis, with the exception of weekends or City of Wichita recognized holidays.
- B. It is anticipated that up to 10 new cases per week could be initiated by the Drug Court. An estimated maximum of 250 clients could be served over a one-year period.

- C. The treatment plan for each defendant participant must be individualized, with the length of treatment based upon each individual's treatment needs. All Defendant participants are expected to be given a treatment modality based upon need, ranging from an alcohol drug education school through up to eighteen months of intensive outpatient alcohol treatment.
- D. Proposers are free to propose alternative treatment models that achieve the desired result and promote efficiency and cost effectiveness (such as reduced recidivism rates). The proposal may include in-patient medical and social detoxification, out-patient treatment, or a combination of both in-patient and out-patient treatment.
- E. At a minimum, proposals should provide the following services:
1. Assessment of offender's needs and treatment plan.
 2. Consultation with Drug Court concerning recommendation to be made by the Court on restrictions placed on the offender.
 3. Fully explain treatment alternatives for the offender.
 4. Provide written materials to the offender regarding the treatment process and the goal of treatment.
 5. Provide in-patient and/or refer Defendant participants to medical and social detoxification and/or inpatient or outpatient treatment as determined by the court in consultation with the provider.
 6. Assign staff to make contact and monitor the offender through the treatment process.
 7. If the offender fails to attend treatment, as required, notify the Drug Court.
 8. Advise Drug Court of the progress or lack thereof while offenders are in treatment.
 9. Continue to assess offender's treatment needs that will best serve the offender and his/her family's needs.
 10. Provide recommendations to the Drug Court as required, regarding establishing the conditions of probation or deferred judgment.
 11. Attend all Drug Court hearings and meet with the Drug Court Team prior to court hearings for review of pending drug court cases.

12. Provide a written report on the treatment status of each offender at each review hearing throughout the deferred judgment period.
13. Provide a system of random drug testing. Random testing shall include at least four urinalysis tests per month for a minimum of the initial three months of an individual's participation in the program. Then, there must be a minimum of two urinalysis tests conducted during the individual's remaining term in the program. Random testing shall include testing conducted during the week, in the daytime and evening hours, as well as holidays and weekends. The certified laboratory that is being utilized for testing and confirmation must use the GC/MS testing method when a positive indication of a controlled substance is obtained. The procedure for random testing must be designed so that testing of a Defendant participant will be required immediately after notification to the Defendant participant that a random test is to be conducted. All drug tests must be sent to a certified laboratory to obtain substance levels, as well as test for Creatinine and specific gravity levels. In addition, further testing may be mandated by the Court, and this proposal must provide a procedure for complying with such an order.
14. Establish a system for payment by offenders of the cost of their treatment and supervision to the greatest degree possible, including the application by the Contractor of commercially reasonable collection procedures, in order to incorporate financial responsibility into the treatment regimen.
15. Provide monthly "Treatment Financial Statements" to the City of Wichita Drug Court and the Defendant participant, reflecting the beginning balance owed by each offender and all payments made throughout the treatment period. The format of the report must be approved by the City of Wichita Drug Court.
16. A component of the drug treatment program is an internet application, which requires the treatment provider to have Internet Access and Microsoft Internet Explorer 5.0 or greater.

V. PROPOSAL REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of firms seeking to provide out-patient counseling services for the City of Wichita's Drug Court, in conformity with the requirements of this Request For Proposal. The proposal should demonstrate the qualifications of the firm and of the staff to undertake this project. It should also specify the treatment approach that best meets the Request For Proposal requirements.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A FIRM.

A. Independence

The firm must provide an affirmative statement that it is independent of the City of Wichita and there is no direct or indirect conflict of interest present as required by federal and state law.

B. Licensed to Practice in Kansas

An affirmative statement must be provided indicating the proposer and all subcontractor/joint venture partners are properly licensed by the State of Kansas in accordance with Kansas Administrative Regulations and Alcohol and Drug Abuse Services section of the State Department of Social and Rehabilitation Services to provide in-patient social detoxification and outpatient treatment.

C. Qualifications and Experience

The proposal should state the name, location, and size of the firm(s) that will provide the services under this proposal. It should also state the number and nature of the professional staff to be used, their certifications, and the number of staff in full time equivalents that will be assigned to the project.

If the proposer is a joint venture or consortium, the qualifications of each firm must be separately stated and identified. The firm shall identify any federal or state deficiencies noted during the last licensure review by state or federal regulatory agencies.

The firm must fully describe its experience in providing alcohol and drug abuse treatment services as it relates to this proposal. A specific discussion should be made of the firm's capability and experience in providing or referring to an appropriately licensed detoxification or in-patient medical and social detoxification and outpatient treatment facility. The firm should provide information about current caseloads, capacity to meet the timely provision of services required by this Request For Proposal, numbers and qualifications of staff to be assigned to the project, location of actual treatment sites to be used for the project, descriptions of facilities to be used, licensing, accreditation, and any certifications.

D. Cost Data

The proposer must provide the following cost data with the proposal:

1. Total unit cost of in-patient medical and social detoxification per day.

2. Total unit cost of outpatient treatment per day.
3. Total unit cost of treatment alternatives per day (if any).
4. Detailed cost justification by line item for the unit costs listed above and total project cost.
5. Evidence of general liability insurance coverage in the minimum amount of \$500,000.
6. Total cost of random or court ordered urinalysis services.

The contract will be a **COST REIMBURSEMENT CONTRACT** with a total cost cap to the City of Wichita not to exceed \$50,000 for the contract year. Total program expense will not be the primary factor in the selection of a firm. It is the awarded Contractor's responsibility to collect amounts due from the offender. The City of Wichita expects the program to be funded in large part by program income collected from offenders. The proposal should address the manner in which program income would be allocated and distributed between the Court, the City of Wichita and the Contractor.

VI. EVALUATION CRITERIA

A. Mandatory Elements

1. The firm is licensed to practice the services requested in Kansas.
2. The firm has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.
3. The firm adheres to the instructions of the Request For Proposal.
4. The firm identifies all subcontractors/consortiums.
5. The firm has no major external quality control, regulatory, or licensing deficiencies and has a record of quality alcohol and drug treatment services.

B. Technical Qualification

1. The firm has experience and expertise based on past projects to carry out the project.

2. The quality of the firm's professional staff assigned to the project is commensurate with project needs.
3. The firm has experience with federal or state programs.

C. Approach

1. Adequacy of staff plan, facilities and resources for the project is reasonable.
2. Ability to provide services within the required time frames.
3. Efficacy of treatment modality.
4. Effectiveness of treatment modality in reducing recidivism rates.
5. Adequacy of treatment plan.

D. Price, Collection Procedures and Proposal for Program Income

1. Unit cost for treatment modalities.
2. Plan to accommodate indigent and low income offenders.
3. Past effectiveness of collection procedures.
4. The benefits to the City of Wichita to be derived from program income sharing.

E. Oral Presentation

During the evaluation process, the City of Wichita, through the Selection Committee may request, at its discretion, one or all firms make an oral presentation. Not all firms may be asked to make an oral presentation.

F. Final Selection

The City of Wichita will select a firm based upon the recommendation of the Selection Committee and the approval of the City Manager and City Council.

G. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions of this Request For Proposal. The City reserves the right, without prejudice, to reject any or all proposals.

VII. POST AWARD CONDITIONS

1. Before a contract is executed, the firms must submit to the City, an approved Equal Employment Opportunity/Affirmative Action Plan. This does not have to be submitted with the proposal.
2. Prior to execution of a contract, the firm must execute a Certification of a Drug-Free Workplace. This form is not required to be submitted with the proposal.

VIII. GENERAL SPECIFICATIONS

A. PROPOSAL FORMS

All proposals MUST be submitted on the enclosed "Request for Proposal form and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, must be noted on the front of the "Request For Proposal" form to be considered. The "Request For Formal Proposal" form is to be submitted in the enclosed pre-address envelope.

Vendors are requested to submit current literature or brochures relating to their bid.

B. LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

C. CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

D. ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

E. AWARD

The City reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is the lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

EXHIBIT C

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following
Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program
Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
October 7, 2008**

TO: Mayor and City Council

SUBJECT: Authorization to Request Joinder in Exemption Application – Envision Project
2301 S. Water (District III)

INITIATED BY: Law Department

AGENDA: Consent

-

Recommendation: Authorize the Law Department to prepare and send a Motion or letter seeking Joinder in the pending Court of Tax Appeals matter involving an expansion to the Envision facilities at 2301 S. Water, which were financed with City of Wichita Industrial Revenue Bonds in 2001 and 2003.

Background: Recently, Envision, Inc. filed for a permanent property tax exemption on some newly-constructed additions to its facilities at 2301 S. Water. The property is titled in the City's name due to prior issues of Industrial Revenue Bonds. Envision, Inc. sought exemption of the new additions based its ownership and use of the facilities (as a 501(c)(3) organization), for exempt purposes. However, the Court of Tax Appeals will not process the application unless the City of Wichita (technically the fee "owner" of the facilities under the Bond Documents) requests to be joined as an applicant in the case (Docket 2008-7169-TX). Kent P. Wilson, Chief Financial Officer of Envision, Inc., has requested that the City provide a letter asking the Court of Tax Appeals to join the City as a party to the application.

Analysis: Under the IRB Lease that covers the property, the City acknowledged that Envision, Inc. would seek exemption based on its 501 status, and agreed that Envision, Inc. could contest impositions in its own name or the City's name or both. Accordingly, it appears appropriate to take the action requested by Envision's Chief Financial Officer.

Financial Considerations: Joining in the application will simply allow Envision, Inc. to seek the same exemption it could seek if it had retained title to the property instead of deeding it to the City for the term of the outstanding bonds.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City Attorney's Office will prepare and send an appropriate joinder request, if authorized to do so.

Recommendations/Actions: It is recommended the City Council authorize the preparation and mailing of a Motion or letter seeking joinder.

CITY OF WICHITA
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of Utility Easement at 14920 West 21st Street North for a Water Line (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition of the easement.

Background: On April 6, 2004, City Council approved a project to construct a water line to serve a portion of northwest Wichita located north of 21st Street North and west of 135th Street West. The project calls for the installation of a 24 inch water line to improve and reinforce water pressure in the area. The project requires a 8,521.4 square foot easement along the west side of the agricultural tract at the northeast quadrant of 153rd Street West and 21st Street North. The easement is 20 foot wide at the north end, narrowing at the south as existing right of way increases.

Analysis: The owner has agreed to accept a market based offer of \$4,260.70, or \$0.50 per square foot. There will be some additional compensation due to the tenant farmer for crop damages. This amount will be predicated on the timing of the construction project but is estimated at less than \$500.

Financial Considerations: A budget of \$4,960.70 is requested. This includes \$4,260.70 for the easement, \$500 for crop loss and \$200 for closing and recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

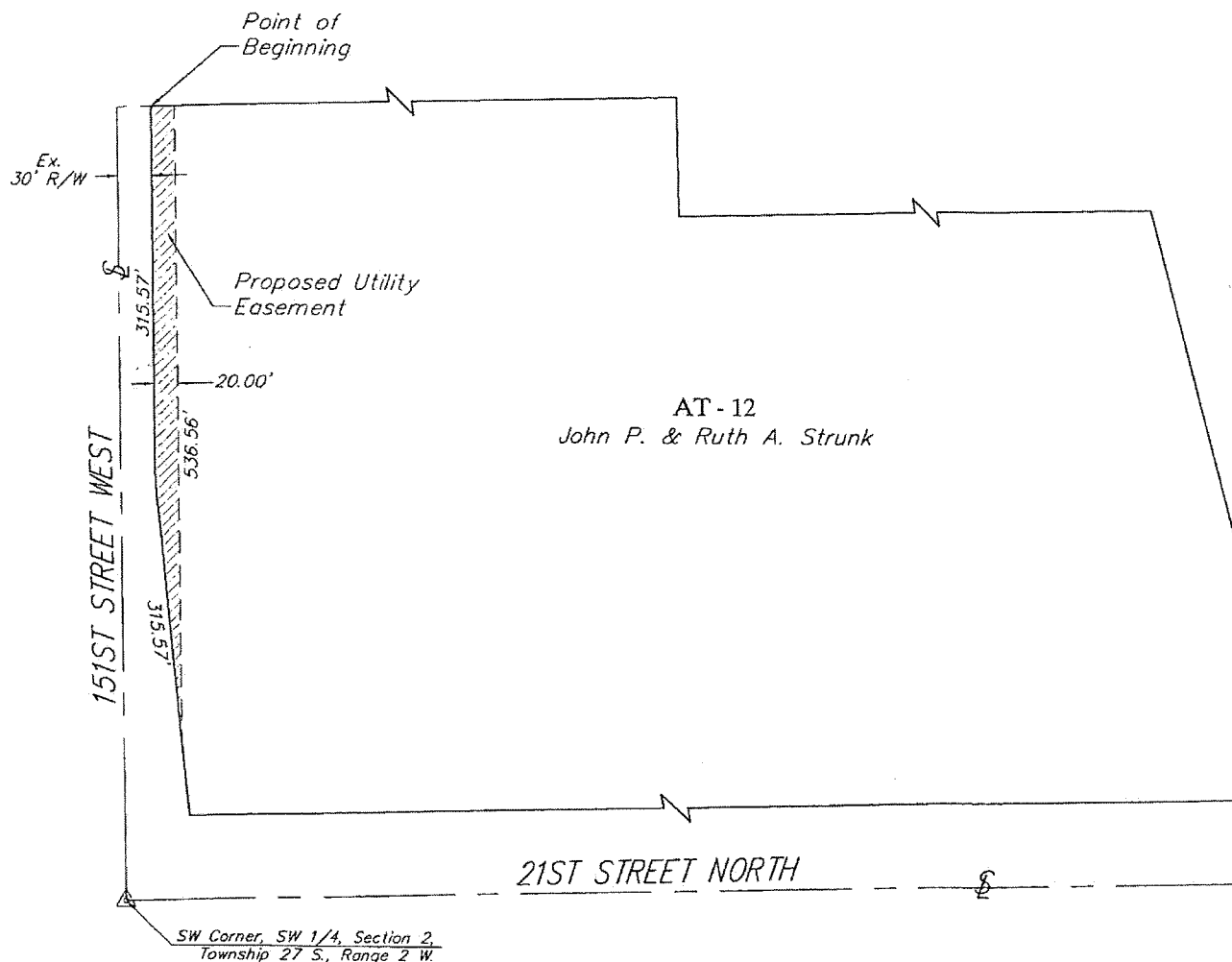
Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and authorize payment.

Attachments: Tract map, and utility easement.

LEGAL DESCRIPTION:

Commencing at the SW Corner of the SW $\frac{1}{4}$ of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence North along the West Line of said SW $\frac{1}{4}$ a distance of 665.57 feet; thence East parallel to the South Line of said SW $\frac{1}{4}$ a distance of 30.00 feet for a Point of Beginning; thence continuing East parallel with the South Line of said SW $\frac{1}{4}$ a distance of 20.00 feet; thence South parallel with the West Line of said SW $\frac{1}{4}$ a distance of 536.55 feet to a point on the East Line of that part of said SW $\frac{1}{4}$ deeded to the Board of Commissioners of Sedgwick County, Kansas in the Statutory Warranty Deed recorded on Film 117 at Page 1570; thence Northwestwardly along said Deed Line a distance of 221.86 feet to a point 350.00 feet normally distant North of the South Line of said SW $\frac{1}{4}$ and 30.00 feet normally distant East of the West Line of said SW $\frac{1}{4}$; thence North parallel to the West Line of said SW $\frac{1}{4}$ a distance of 315.57 feet to the Point of Beginning.



DATE: 6/20/08

Project Number 07-10-E952

F:\eng\Via Christi Water\Exhibits\Strunk Water.dwg



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

UTILITY EASEMENT


THIS EASEMENT made this 11th day of Sept, 2008, by and between John P. Strunk and Ruth A. Strunk, husband and wife, party of the first part and the City of Wichita party of the second part.

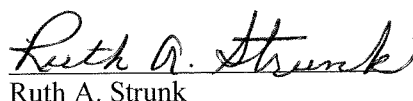
WITNESSETH: That the said first party, in consideration of the sum of Four Thousand Two Hundred Sixty Dollars and Seventy Cents (\$4,260.70) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party, for the benefit for the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Sedgwick, County, Kansas to wit:

(SEE ATTACHED EXHIBIT "A")

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first written.

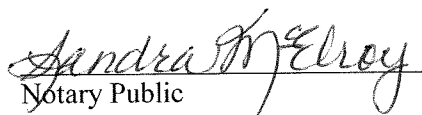

John P. Strunk


Ruth A. Strunk

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 11th day of September, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid came John P. Strunk and Ruth A. Strunk, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and said persons duly acknowledged the execution the same.

Dated at Wichita, Kansas, this 11th day of September, 2008.


Notary Public

(My Commission expires 11-14-2008)

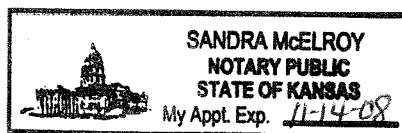


EXHIBIT 'A'

Commencing at the SW Corner of the SW 1/4 of Section 2, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence North along the West Line of said SW 1/4 a distance of 665.57 feet; thence East parallel to the South Line of said SW 1/4 a distance of 30.00 feet for a Point of Beginning; thence continuing East parallel with the South Line of said SW 1/4 a distance of 20.00 feet; thence South parallel with the West Line of said SW 1/4 a distance of 536.56 feet to a point on the East Line of that part of said SW 1/4 deeded to the Board of Commissioners of Sedgwick County, Kansas in the Statutory Warranty Deed recorded on Film 117 at Page 1570; thence Northwesterly along said Deed Line a distance of 221.86 feet to a point 350.00 feet normally distant North of the South Line of said SW 1/4 and 30.00 feet normally distant East of the West Line of said SW 1/4; thence North parallel to the West Line of said SW 1/4 a distance of 315.57 feet to the Point of Beginning.

APPLICATION FOR HIGHWAY SAFETY PROJECT

(All rules and regulations apply in accordance with Section 163 of Public Law 83-564)

Governor's Task Force on Racial Profiling
KAAAC/KHLAAAC Administrators
900 SW Jackson Room 101
TOPEKA, KS 66612PROJECT TITLE: Perspectives on Profiling Training LOCATION: Wichita, Kansas

TYPE OF APPLICATION (Check appropriate box)

☒ Initial ☐ Revision ☐ ContinuationDATE OF APPLICATION September 2008**APPLICANT**

NAME OF AGENCY

PROJECT DIRECTOR / TITLE

Wichita Police DepartmentTerri S. Moses, Deputy Chief of Police

ADDRESS OF AGENCY (Mailing, including zip code)

455 N. Main Wichita, KS 67202

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

316-268-4165316-858-7704tmoses@wichita.gov

GOVERNMENTAL UNIT

☐ STATE ☒ CITY ☐ COUNTY OTHER (Specify) _____

BUDGET (from enclosed Schedule B (s))	CONTRACT PERIOD FY: 2008	CONTRACT PERIOD FY: 2009	CONTRACT PERIOD FY: 2010
COST CATEGORY			
(A) Personnel Services	\$5,900	\$3000	\$3000
(B) Commodities	\$4,891	\$600	\$600
(C) Travel	\$4,583		
(D) Equipment			
(E) Indirect Costs			
TOTAL ESTIMATED COSTS			
GRAND TOTAL (All Years)	\$22,574		

NAME AND ADDRESS OF AUTHORIZING GOVERNMENTAL UNIT

Name

Address

Submitted by: I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

Please print name and sign under appropriate heading.

Project Director

Task Force Authorizing Official

KDOT Secretary

Norman D. Williams, Chief of PoliceScott Moore, Interim City Manager

Project Number: _____ Contract Starting Date: _____

Contract Number _____ Contract Termination Date: _____

Amount of Contract: _____

Federal Funds Benefiting: _____ Federal Funding Source: _____

SCHEDULE A GENERAL INFORMATION AND NARRATIVE

Proposal should address education and/or enforcement of the traffic safety problem in your local area. Use an additional page if necessary.

1. Describe the Problem (The Problem Statement.)

Kansas State Statute requires that all Law Enforcement officers receive racial profiling training and those agencies of cities of the first class use citizen advisory boards to advise and assist in education. KSA 22-4610:

(2) Annual educational training which shall include, but not be limited to, an understanding of the historical and cultural systems that perpetuate racial profiling, assistance in identifying racial profiling practices, and providing officers with self-evaluation strategies to preempt racial profiling prior to stopping a citizen.

(3) For law enforcement agencies of cities of the first class, establishment or use of current independent citizen advisory boards which include participants who reflect the racial and ethnic community, to advise and assist in policy development, education and community outreach and communications related to racial profiling by law enforcement officers and agencies.

The Wichita Police Department has partnered with the Racial Profiling Advisory Board for the City of Wichita to investigate available training programs and identified “Perspectives on Profiling” as a suitable program for officers of the Wichita Police Department.

The program is provided as a part of the “Tool For Tolerance” series from the Simon Wisenthal Museum of Tolerance:

"Perspectives on Profiling" is an interactive virtual learning experience that compels users to make critical choices in testing situations. Users behavior alters storylines and leads to different outcomes. The virtual experience stops at numerous intervals to solicit input, emphasize learning points, ask questions, summarize knowledge, and provide a record of previous events and offer positive and negative feedback. Unique to this product is the ability to see the outcome of these choices and evaluate their consequences.

2. Describe the project. (The Problem Solution)

Provide annual Racial Profiling training to the 667 commissioned officers of the Wichita Police Department. The “Perspectives on Profiling” training meets all the training requirements as set out in KSA 22-4610. Additionally, it was selected with the encouragement of the Racial Profiling Advisory Board.

3. Describe the outcome expected. (Quantifiable Performance Objectives)

Ensure compliance with KSA 22-4608. **Same; unlawful for law enforcement to engage in.** It shall be unlawful for any law enforcement officer or any law enforcement agency to engage in racial profiling.

Please submit budget information for each year applicable

Year: 2008

SCHEDULE B BUDGET INFORMATION		
For the contract period itemize the cost of each applicable category.	Cost	KDOT use only Federal Share
1. Personnel Services		
Contract with Wichita citizen to co-facilitate the program Spring 2008	\$2,900	
Contract with Wichita citizen to co-facilitate the program Fall 2008	\$3,000	
Total Personnel Services:	\$5,900	
2. Commodities (expendable items & supplies)		
Purchase of Program Videos	\$4,891	
Total Commodities:	\$4,891	
3. Travel		
Travel to Los Angeles to preview the program		
Fifteen individuals, both WPD and citizens, travel to Los Angeles to become program facilitators.	\$203	
	\$4,380	
Total Travel:	\$4,583	
4. Equipment		
Total Equipment:		
5. Indirect Costs		
Total Indirect:		
Annual Grand Total Budget 2008:	\$15,374	

Please submit budget information for each year applicable

Year: 2009

SCHEDULE B BUDGET INFORMATION		
For the contract period itemize the cost of each applicable category.	Cost	KDOT use only Federal Share
1. Personnel Services		
Contract with Wichita citizen to co-facilitate the program Spring 2009	\$3,000	
Total Personnel Services:	\$3,000	
2. Commodities (expendable items & supplies)		
	\$0	
Total Commodities:	\$0	
3. Travel		
Two WPD employees will travel to Los Angeles to become program facilitators.	\$600	
Total Travel:	\$600	
4. Equipment		
Total Equipment:		
5. Indirect Costs		
Total Indirect:		
Annual Grand Total Budget 2009:	\$3,600	

Please submit budget information for each year applicable

Year: 2010

SCHEDULE B BUDGET INFORMATION		
For the contract period itemize the cost of each applicable category.	Cost	KDOT use only Federal Share
1. Personnel Services		
Contract with Wichita citizen to co-facilitate the program Spring 2010	\$3,000	
Total Personnel Services:	\$3,000	
2. Commodities (expendable items & supplies)		
	\$	
Total Commodities:	\$0	
3. Travel		
Two WPD employees will travel to Los Angeles to become program facilitators.	\$600	
Total Travel:	\$600	
4. Equipment		
Total Equipment:		
5. Indirect Costs		
Total Indirect:		
Annual Grand Total Budget 2010:	\$3,600	
TOTAL budget:	\$22,574	

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Perspectives on Profiling Training

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: Kansas State Statute requires that all Law Enforcement officers receive racial profiling training and those agencies of cities of the first class use citizen advisory boards to advise and assist in education. KSA 22-4610:

(2) Annual educational training which shall include, but not be limited to, an understanding of the historical and cultural systems that perpetuate racial profiling, assistance in identifying racial profiling practices, and providing officers with self-evaluation strategies to preempt racial profiling prior to stopping a citizen.

(3) For law enforcement agencies of cities of the first class, establishment or use of current independent citizen advisory boards which include participants who reflect the racial and ethnic community, to advise and assist in policy development, education and community outreach and communications related to racial profiling by law enforcement officers and agencies.

Analysis: The Wichita Police Department has partnered with the Racial Profiling Advisory Board for the City of Wichita to investigate available training programs and identified “Perspectives on Profiling” as a suitable program for officers of the Wichita Police Department. Funding will provide annual Racial Profiling training to the 667 commissioned officers of the Wichita Police Department. The “Perspectives on Profiling” training meets all the training requirements as set out in KSA 22-4610. Additionally, it was selected with the encouragement of the Racial Profiling Advisory Board.

Financial Considerations: The City of Wichita is requesting funding for \$22,574 from the Kansas Department of Transportation for funding of the Perspectives on profiling training. There is no local match requirement.

Goal Impact: Safe and Secure Community is affected by this grant.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve and authorize the appropriate signatures.

City of Wichita
City Council Meeting
October 7, 2008

TO: Mayor and City Council

SUBJECT: Contract with Via-Christi for Medical Expenses for Prisoners – Police Department

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the contract agreement.

Background: The 2006 Legislature passed K.S.A. 22-4612, which provides any law enforcement agency, is responsible for any uninsured cost of medical treatment required by the person in custody. The cost of any treatment is limited to either the actual cost, or the Medicaid reimbursement rate. In addition, law enforcement agencies are allowed to negotiate lower contract rates with medical providers.

Analysis: To mitigate the cost of this unfunded state mandate, the Police Department has negotiated with medical providers to reduce the exposure to these costs. The City of Wichita agrees to pay Via-Christi for health care services rendered in the treatment of individuals who are in custody, under arrest, of the Wichita Police Department and presented to the hospital for treatment, if such persons are not covered by a health insurance plan. Via-Christi has agreed to bill the City of Wichita on a monthly basis and at a reduced rate for all services performed pursuant to this Agreement.

Financial Considerations: This expense has not been included in General Fund budget.

Goal Impact: Providing policing services is a key component of the Safe and Secure Goal.

Legal Considerations: Contract is written to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract agreement.

HEALTH CARE SERVICES AGREEMENT AMENDMENT

This Health Care Services Agreement Amendment is entered into this ____ day of _____, 2008, by and between THE CITY OF WICHITA, KANSAS, Municipal Corporation, hereinafter referred to as "CITY", and VIA CHRISTI REGIONAL MEDICAL CENTER, INC., hereinafter referred to as "HOSPITAL".

WITNESSETH:

WHEREAS, on the 18th day of December, 2007, the above-named parties entered into an agreement whereby the CITY agrees to pay HOSPITAL for health care services rendered in the treatment of individuals who are in custody of CITY law enforcement and presented to HOSPITAL for treatment, if such persons are not covered by a health insurance plan; and

WHEREAS, in that agreement, HOSPITAL agreed to bill CITY on a monthly basis for all services performed pursuant to this Agreement at the rate of Twenty-five percent (25%) of HOSPITAL charges; and

WHEREAS, the parties desire to modify that agreement to provide for the following additional services and compensation; and

NOW, THEREFORE, the above named parties hereby acknowledge and agree with each other that all terms and conditions of the original agreement dated the 18th day of December, 2007, are hereby reaffirmed and re-executed for and on behalf of these parties and shall remain in full force and effect with the following amendment, modification and change:

Purpose. CITY hereby agrees to pay HOSPITAL for services rendered by Via Christi Emergency Physicians in the treatment of individuals who are in custody of CITY law enforcement and presented to HOSPITAL for treatment, if such persons are not covered by a health insurance plan; and

Compensation for Services. HOSPITAL agrees to bill CITY on a monthly basis for all services performed pursuant to this Agreement Amendment. CITY and HOSPITAL agree to the following rate schedule for all services rendered by Via Christi Emergency Physicians for the treatment of individuals described in the preceding paragraph at the rate of Twenty-five percent (25%) of Via Christi Emergency Physicians charges.

HOSPITAL will submit billings for services rendered as set forth in Paragraph 3 of the original agreement dated the 18th day of December, 2007, and the same Billing Approval/ Procedure as set forth in Paragraph 2 of that same agreement shall apply to charges billed to the CITY pursuant to this Agreement Amendment.

IN WITNESS WHEREOF, CITY and HOSPITAL have executed this Agreement Amendment the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer,
Mayor

Gary Rebenstorf
City Attorney

VIA CHRISTI REGIONAL MEDICAL
CENTER, INC.

By _____
Michael A. Wegner

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the CITY, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the CITY, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of

Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said CITY for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the CITY in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the CITY or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said CITY are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

HEALTH CARE SERVICES AGREEMENT AMENDMENT

This Health Care Services Agreement Amendment is entered into this ____ day of _____, 2008, by and between THE CITY OF WICHITA, KANSAS, Municipal Corporation, hereinafter referred to as "CITY", and VIA CHRISTI REGIONAL MEDICAL CENTER, INC., hereinafter referred to as "HOSPITAL".

WITNESSETH:

WHEREAS, on the 18th day of December, 2007, the above-named parties entered into an agreement whereby the CITY agrees to pay HOSPITAL for health care services rendered in the treatment of individuals who are in custody of CITY law enforcement and presented to HOSPITAL for treatment, if such persons are not covered by a health insurance plan; and

WHEREAS, in that agreement, HOSPITAL agreed to bill CITY on a monthly basis for all services performed pursuant to this Agreement at the rate of Twenty-five percent (25%) of HOSPITAL charges; and

WHEREAS, the parties desire to modify that agreement to provide for the following additional services and compensation; and

NOW, THEREFORE, the above named parties hereby acknowledge and agree with each other that all terms and conditions of the original agreement dated the 18th day of December, 2007, are hereby reaffirmed and re-executed for and on behalf of these parties and shall remain in full force and effect with the following amendment, modification and change:

Purpose. CITY hereby agrees to pay HOSPITAL for services rendered by Via Christi Emergency Physicians in the treatment of individuals who are in custody of CITY law enforcement and presented to HOSPITAL for treatment, if such persons are not covered by a health insurance plan; and

Compensation for Services. HOSPITAL agrees to bill CITY on a monthly basis for all services performed pursuant to this Agreement Amendment. CITY and HOSPITAL agree to the following rate schedule for all services rendered by Via Christi Emergency Physicians for the treatment of individuals described in the preceding paragraph at the rate of Twenty-five percent (25%) of Via Christi Emergency Physicians charges.

HOSPITAL will submit billings for services rendered as set forth in Paragraph 3 of the original agreement dated the 18th day of December, 2007, and the same Billing Approval/ Procedure as set forth in Paragraph 2 of that same agreement shall apply to charges billed to the CITY pursuant to this Agreement Amendment.

IN WITNESS WHEREOF, CITY and HOSPITAL have executed this Agreement Amendment the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer,
Mayor

Gary Rebenstorf
City Attorney

VIA CHRISTI REGIONAL MEDICAL
CENTER, INC.

By _____
Michael A. Wegner
Senior VP of Finance and CFO

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the CITY, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the CITY, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said CITY for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the CITY in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the CITY or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said CITY are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CITY OF WICHITA
City Council Meeting
October 7, 2008

TO: Mayor and City Council Members

SUBJECT: Disposal of 2222 East 9th Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the donation.

Background: The City acquired 2222 East Ninth Street in 2000 as part of a project to promote development in the area of 9th and Grove. This site has 6,370 square feet and was developed with an 800 square foot retail building when acquired. The City bought several blighted properties in the area and removed the improvements. These sites have been maintained as vacant lots. Mennonite Housing has assembled approximately 20 houses within a block of the subject parcel for redevelopment. They have asked the City to donate 2222 East 9th to them to be utilized in some manner for the redevelopment project.

Analysis: The subject parcel is too small for standard retail development. It could be developed for residential use or combined with other properties. The City has larger parcels at the northeast and southwest corners of Grove and 9th Street but has no other property in proximity to this parcel. While not actively marketed, there has been no other inquires about this parcel since it was acquired.

Financial Considerations: The sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council approve the deed and authorize all necessary signatures.

Attachments: Deed and aerial.

KANSAS WARRANTY DEED

Grantor(s): **The City of Wichita, a Municipal Corporation**
455 N Main, Wichita, KS 67202

CONVEYS AND WARRANTS TO

Grantee: **Madison Avenue Residences, LP**
2145 North Topeka, Wichita, Kansas 67214-1140

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors(s) GRANT, BARGAIN, SELL AND CONVEY to Grantee(s), the following described premises, to wit:

**Lots 19 and 20 on Park, now 9th Street, Solomon's 2nd Addition, Wichita,
Sedgwick County, Kansas**

Subject to all easements, restrictions, reservations and covenants, if any, now of record

The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will WARRANT AND DEFEND the title to the premises unto the Grantee(s), their successors and assigns against the lawful claims of all persons whomsoever, excepting however general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

THE CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

State of KANSAS)
County of SEDGWICK)ss:

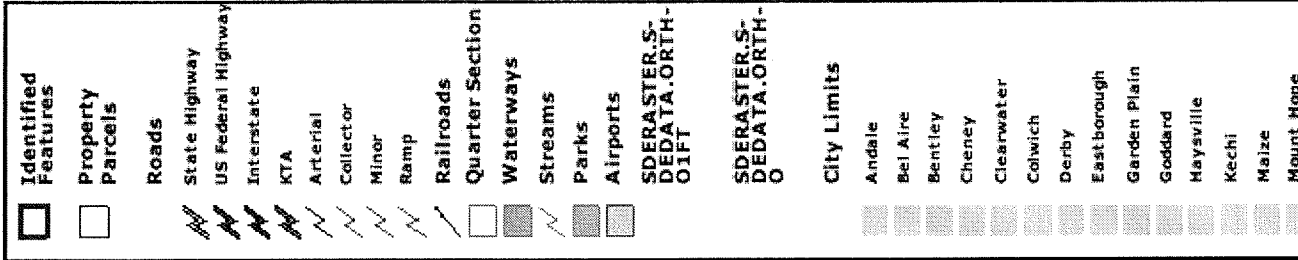
This instrument was acknowledged, before me this _____ day of _____ 2008, by _
Carl Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk, City of Wichita.

SEAL

Notary Public

My Commission Expires: _____

2222 East 9th Street



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
9/12/2020 8:22:20 AM
Powered By GeoSmart Inc.

Second Reading Ordinances for October 7, 2008: (First Read September 23, 2008)

ZON2008-00041 – Zone change from GO General Office (“GO”) to LC Limited Commercial (“LC”) subject to Protective Overlay #218; generally located on the east side of Maize Road, north of U.S. Highway 54 (Kellogg). (District V)

ORIDINANCE NO. 47 991

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-28 -- Plat of Johnson’s Nursery Addition, located north of 21st Street North and on the east side of Hoover. (District V)

ORDINANCE NO. 47-999

An Ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

SUB 2008-52-Plat of The Village at Greenwich Addition located on the northeast corner of Greenwich Road and 21st Street North. (District II)

ORDINANCE NO. 48-000

An Ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.